AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00015	5/15/09	0020034599	

6. ISSUED BY CODE 7014
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) CODE
Dept of Homeland Security
Customs and Border Protection
SBI Acquisition Office Room 7.2C
1300 Pennsylvania Ave. NW
Washington DC 20229

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)

X **10A. MODIFICATION OF CONTRACT/ORDER NO.** / HSBP1208J19363

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.

	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.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation data, 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: Mutual Agreement nf the Parties
	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.)

The purpose of this modification is to extend the period of performance of CLIN0002, replace Award Fee Plan Version 2, and to change the title of CDRL number F079.

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.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
(b) (6)	Ronald O. Ortega Contracting Officer	
D 009	(b) (6)	16C. DATE SIGNED 5/15/09

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

The purpose of this modification is to:

1. Extend the period of performance for CLIN 0002 with no additional cost and fee. The period of performance covering CLIN 0002 is changed from "December 7, 2007 to May 18, 2009" to "December 7, 2007 to June 8, 2009". This extension supports the CLIN 0002 reporting and close-out activities stipulated in the current SOW.

2. Replace Award Fee Plan Version 2 with Version 3. See Attachment 1

3. Change the title of NOC SOC Deliverable CDRL number F079. The title is changed from "Network Operations Center (NOC)/Security Operations Center (SOC) Requirements Specification" to "Network Operations Center (NOC)/Security Operations Center (SOC) B-2 Specification #F079".

4. All other terms and conditions remain unchanged

U.S. Customs and Border Protection

Attachment 2

C3I COP
Award Fee Plan
Version 3

Contract: HSBP1006D01353
Task Order: HSBP1208J19363

Coordinated/Approvals:

(b) (6) [redacted]

Date

(b) (6) [redacted]

Date

Ronald O. Ortega
SBI*net* Contracting Officer
(b) (6) [redacted]

Date

(b) (6) [redacted]

Date

(b) (6) [redacted]

Date

Record of Changes

Change Number	Date	Reference (Table, Figure, or Paragraph Sections)	A=Add M=Modify D=Delete	Brief Description of Change	Change Request #
N/A	12/7/2007	Version 1		Initial	
1	12/2008	Version 2	M	Termination of CLINs 0001B and 0001C; and Definitization of the NOC/SOC proposal, dated November 14, 2008.	P00010
2	5/13/09	Version 3	M	Extend Period of Performance	P00015

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1.0 Overview

The Department of Homeland Security (DHS) has the statutory authority to develop and implement a comprehensive strategy for securing America's borders and reducing illegal immigration. Secure Border Initiative (SBI) was created to achieve this strategy and the following core objectives: gain effective control of the borders, strengthen interior enforcement and compliance with immigration and customs laws, and support passage of a temporary worker program. A critical component of the Secure Border Initiative (SBI) is the SBI*net* program. DHS has designated US CBP as the executive agent for the contracting and implementation of the SBI*net* program, which will provide frontline personnel advantages in securing the nation's land border by fielding the most effective mix of current and next generation technology, infrastructure, staffing and response platforms.

To motivate the Contractor to excel in the areas that are critical to the success and meeting the objectives of the C3I project such as management, technical, cost and schedule performance, the C3I project will use a Cost Plus Award Fee contract type. The award fee is the monetary amount that the Contractor may earn in whole or part during performance of the Task Order.

1.1 Scope

This Award Fee Plan (AFP) describes the Award Fee Board (AFB) organization, roles and responsibilities and the categories, processes and procedures used to evaluate Contractor's performance. It shall serve as the basis for the SBInet AFB's evaluation of the Contractor's performance on the SBInet C3I Task Order, for the purpose of presenting an assessment of that performance to the Fee Determining Official (FDO) and determining the award fee on this program. The AFP is intended as a proactive management tool to provide incentives for the Contractor to efficiently and effectively manage and execute the C3I Task Order (awarded under the SBInet ID/IQ Contract No. HSBP1006D01353).

2.0 Organizational Structure

The Award Fee organization consists of: the AFB, the performance monitors, and Fee Determining Official (FDO).

The AFB will consist of the following core and invited Government SBInet stakeholders designated by the FDO:

(1) Director, Projects - Invited
(2) Director, Mission Engineering - Core
(3) Director, Facilities & Infrastructure - Invited
(4) Director, Integrated Logistics - Invited
(5) Director, SBI*net* Field Offices - Invited
(6) Chief Counsel – Invited
(7) Chief Engineer - Invited

(8) Award Fee Monitors - Core
(9) Procuring Contracting Officer (PCO) - Core
(10) Contracting Officer's Technical Representative (COTR) – Core
(11) CBP Sr. Leadership Representatives (Border Patrol, Air & Marine, OFO) - Core

The Award Fee Board may designate or substitute alternative evaluation board members as necessary. The Contractor will be notified within 48 hours before the start of the Award Fee meeting of the names and titles of the AFB members.

3.0 Roles and Responsibilities

Fee Determining Official (FDO) The SBI Executive Director will serve as the FDO. The responsibilities of the FDO include:

- Designate AFB Chairperson and AFB members,
- Review AFB Performance Report and the recommendation of the AFB,
- Use this data to make a determination of performance and award fee, as prescribed by the Task Order.
- Review and approve the award fee guidance and weights that are to be applied for subsequent evaluation periods
- Provide the Procuring Contracting Officer (PCO) a final performance evaluation and determination of the award fee for that period.

The FDO will take into consideration all the performance recommendations provided by the AFB and determine the amount of award fee to be paid to the Contractor for performance during each evaluation period. The FDO has the authority to modify the recommended evaluation of the AFB. Any award fee determination made by the FDO is a unilateral decision made solely at the discretion of the Government.

Award Fee Board Chairperson (AFBC) - The C3I Project Manager will serve as the AFBC on this contract. The Chairperson's responsibilities are:

- Review all documentation submitted by the AFB Coordinator prior to its submittal to the AFB. The AFB Chairperson must ensure that the Performance Monitor's ratings are accurately weighted for the evaluation periods as well as pertinent to the evaluation criteria, and approve the Award Fee Evaluation and Recommendation Report.
- Ensure participants are aware of the period performance criteria
- Review/Approve the Performance Monitors report for submission to the AFB and include one recommended score for all areas
- Ensure that AFB Members have the applicable AFB Rating Form to document specific Contractor actions or inactions during that performance period that support their initial performance rating
- Participate in discussions with the Contractor on the results of the mid-point AFB Meeting (if required) as may be requested by the FDO
- Brief the Contractor with the results of the FDO determination and the Performance Report

- Discuss with the Contractor the evaluation guidance and weighting factors for subsequent evaluation periods.

The AFBC may change monitor assignments at any time without advance notice to the Contractor. However, the AFBC will notify the Contractor of all monitor assignments and changes within 48 hours of an AFB meeting.

Procuring Contracting Officer (PCO) – The responsibilities of the PCO are:

- Participate as a core member of the Award Fee Board
- Issue a modification to the task order to reflect the Award Fee earned as determined by the FDO
- Update the Plan as required
- Correspond with the Contractor as required

Performance Monitors – The responsibilities of the Performance Monitors are:

- Be familiar with the Task Order requirements and the performance rating categories in assigned areas.
- Monitor, evaluate and assess Contractor's performance IAW with the Task Order requirements and AFP, and review and analyze all available data relevant in assigned areas during the period under evaluation.
- Prepare and submit a Performance Monitor Evaluation Report (PMER) and provide recommended scores per award fee performance evaluation category (Section 6.0) to the Award Fee Board Coordinator for each area of direct cognizance. Submit within 14 calendar days after the end of the evaluation period.
- Be available to discuss evaluation and brief the AFB, FDO or Contractor on assigned area and provide additional information if requested.
- Maintain written documentation/record of Contractor's performance in assigned area in detail to provide substantiation for the PMER ratings.
- Recommend changes to the AFP

Award Fee Board Coordinator – The responsibilities of the Award Fee Board Coordinator are:

- Schedule midpoint AFB meetings and notify Contractor
- Collect Performance Monitor input to support the midpoint assessment and distribute to AFB members prior to midpoint meeting
- Record the midpoint AFB assessments
- Collect input to support the performance assessment
- Assist the AFB Chairperson in preparing award fee notification letter
- Distribute the Contractor's Award Fee Self Evaluation Report to the AFB members in Accordance With (IAW) Table 2.
- Collect written Performance Monitor evaluations and distribute them to the AFB members IAW Table 2.
- Advise PCO on status of current Award Fee matters. Seek PCO guidance and counsel when appropriate.
- Attend each AFB Meeting and record comments throughout the meeting

- Collect/compile the AFB Rating Forms at the conclusion of the meetings
- Prepare the AFB Summary Report of the Board's recommendations
- Assist the AFBC in preparing the signed AFB Summary Report to submit to the FDO IAW Table 2
- Assist the AFBC as may be required
- Schedule AFB meetings and notify the Contractor

Award Fee Board - The AFB responsibilities are:

- Advise the FDO concerning the Task Order performance objectives and evaluation criteria and weight factors to be used during subsequent performance periods
- Review and analyze all available data relevant to their respective areas on Contractor performance
- Assess the Contractor's performance for the current period
- Prepare an Award Fee Evaluation and Recommendation Report that itemizes the Contractor's performance
- Provide a recommendation for a performance rating and an award fee to the FDO.
- Attend Midpoint AFB Meetings to review the informal Performance Monitors inputs and to recommend a midpoint qualitative assessment. The midpoint assessment is for Contractor information only, is not scored, and is not used in fee computation.
- Present to the AFB and Contractor the strengths and weaknesses of the Contractor performance for that period.
- Prepare for AFB Meetings by familiarizing themselves with all the relevant issues prior to the AFB meeting. This will be done by reading all the Performance Monitor Evaluation Reports and the Contractor's Self-Evaluation report.
- Review and the AFB meeting summary, prepare by the AFB Coordinator, and sign the AFB Recommendation Report.

4.0 Award Fee Performance Periods, Pool, and Rollover

4.1 Evaluation Period

The Contractor's performance, in achieving the objectives of the SBInet Program in accordance with the award fee performance evaluation categories that are listed in Section 6.0 of this Plan, is evaluated. The SBInet C3I Task Order evaluation periods will be based on the scheduled delivery of products and/or services as mutually agreed to by the Government and the Contractor. Evaluation periods may be revised to reflect current schedules but will not extend beyond the "not-to-exceed" periods identified in Table 1. Should the Contractor accelerate the delivery of C3I products and/or services for each period, the evaluation period will be adjusted accordingly, and the AFB shall conduct evaluation of performance on a similarly accelerated schedule.

C3I Task Order			
Evaluation Period	**Deliverable Products / Services***	**Task Order SOW Reference**	**Award Fee Period "Not-to-Exceed" Date**
Evaluation Period 1	C2I Interim Capability (Operational Archetype)	5.1.1, 5.4.6, and all sub-paragraphs	September 8, 2008
	Software Development Approach	5.2.4 and all sub-paragraphs	
	C3I Infrastructure Requirements Development	5.2.5 and all sub-paragraphs	
Evaluation Period 2	NOC/SOC Development, Intel (2nd half), O&M support	5.2.1.1, 5.4.15, 5.4.16, 5.1.2 and all sub-paragraphs	June 8, 2009
*Actual scheduled completion dates shall be based on the Government approval and/or acceptance of products and/or services described for each evaluation period.			

Table 1. Award Fee Evaluation Periods

The evaluation periods and the allocation of the award fee available for each period may be adjusted by bilateral Task Order modification.

4.2 Award Fee Pool

The Award Fee Pool will be distributed in accordance with the categories and weights established in Attachments 1, 2 and 3 of this plan.

4.3 Award Fee Rollover

CBP may roll-over any unearned award fees to the second evaluation period; however, CBP retains the right and full discretion to not roll-over all or a portion of unearned award fees. The Government will notify the Contractor on the decision to roll any and all unearned award fee as a part of each award fee announcement.

5.0 Evaluation Process, Procedures and Schedule

The Award Fee evaluation process and procedures along with the timeline to be followed in monitoring, assessing, and evaluating Contractor performance during each period are described below. It is designed to take advantage of all reports, data, and meetings required by the Task Order and to minimize the need for additional data and meetings solely for award fee purposes.

ACTIVITY	SCHEDULE	ACTIVITY DESCRIPTION
Midpoint AFB Meeting and Contractor discussion	Mid-point in the performance evaluation period + 15 days	The purpose of the Midpoint review is for the Government and Contractor to assess the performance of the contractor's work effort mid-way through each performance evaluation period. Assignment of Government Performance Monitors will be identified for each area of responsibility to ensure adequate coverage for all areas. Prior to collection of performance monitor inputs, the Contracting Officer will conduct award fee training for the performance monitors. The AFB Coordinator will poll each Performance Monitor for an interim assessment of the Contractor's performance up to that point in the evaluation period. The AFB coordinator will convene a midpoint AFB meeting to review the AFB Chairperson's inputs. Each AFB member shall provide inputs of the Contractor's performance in the form of qualitative assessments to be incorporated into the briefing to the Contractor. The AFB Chairperson shall summarize the midpoint assessment and brief the Contractor on the midpoint evaluation of his performance. The Contractor will be notified in writing 10 days prior to the midpoint of each performance evaluation period, the form and format and date planned for the mid-point performance evaluation. The Contractor may provide self-assessment in response to such notification, to be provided not later than 10 days after receipt of the notification.
Contractor Self-Evaluation (SER) Report	10 days prior to end of epriod	The Contractor shall submit an electronic copy of SER via the network within ten (10) days after the end of each evaluation period. The SER shall contain a description of the Contractor's performance during the period being evaluated, with specific reference to its accomplishments in relation to the applicable evaluation categories.

ACTIVITY	SCHEDULE	ACTIVITY DESCRIPTION
Performance Monitors Evaluation	End of the Period	Performance Monitors will provide their evaluations within fourteen (14) days after the end of each evaluation period. The AFB coordinator will provide the AFB with written Performance Monitor evaluations within 24 hours after receipt of the evaluations.
AFB Meeting	End of the Period + 30 days	The AFB will convene a formal Award Fee Board evaluation meeting after the completion of each performance period to evaluate the Contractor's performance against the performance categories in this Plan. The agenda and procedures for the AFB meeting shall be as follows: **Open Session** ***Contractor Presentation*** The Contractor shall present their performance accomplishments (oral brief of the SER). The oral presentation is limited to an hour. A copy of the presentation shall be submitted to the Government 24 hours prior to the AFB meeting. ***Performance Monitor Presentation*** Each Performance Monitor will present the results of his/her assessment based on the categories being evaluated during the award fee period. Each presentation will be limited to 10 minutes per monitor, per factor. ***90 Minute Recess*** ***Contractor Presentation of Additional Information*** The Contractor shall have 30 minutes to provide additional information, to the AFB for consideration, rebutting the evaluation results briefed during the oral presentations made by the Performance Monitors. The contractor shall be dismissed from the session after presentation of additional information is complete.

ACTIVITY	SCHEDULE	ACTIVITY DESCRIPTION
		Closed Session ***AFB Rating*** The AFB will deliberate on all the information presented and each AFB member will prepare a written AFB Ratings Form to document (his/her) evaluation and recommended scores. ***AFBC Recommendation*** The AFBC will summarize results, positive and negative areas of performance, along with the recommend scores for each CLIN and brief it to the FDO. ***FDO Discussion*** The FDO will review and discuss the AFB's recommendation and will determine the amount of AF earned. The closed session shall be approximately 90 minutes. The FDO will make the final determination regarding the amount of award fee earned by the contractor. The FDO will submit, in a letter, the amount of award fee earned along with justification.
Contract Modification	End of the Period + 40 days	Upon receipt of the letter from the FDO, the CO will issue a unilateral Task Order modification, which identifies the AF ratings, scores, adjusted award fees available, fees earned and rolled over fees, if any.

Table 2. Evaluation Activity Schedule

6.0 Performance Evaluation Categories and Weighting Factors

The Contractor's earned Award Fee for each Performance Period will be a weighted average of the scores for each of the categories as weighted for the applicable period. Refer to Attachment 2 of this plan for weighting of the evaluation categories and Attachment 3 of this plan for the weighting factors.

Award Fee performance evaluation categories for the Task Order are listed below:

6.1 Task Order Management

The contractor will be evaluated for performance against tasks required in C3I SOW sections 5.6 (and all subparagraphs).

6.2 C3I Architecture Requirements, Development and Support Framework

The contractor will be evaluated for performance against tasks required in C3I SOW sections 5.2.5 (and all subparagraphs).

6.3 C2I Interim Capability

The contractor will be evaluated for performance against tasks required in C3I SOW section 5.1.1, 5.2.2, 5.2.3, 5.2.4 (and all subparagraphs).

6.4 C2I Release "N"

The contractor will be evaluated for performance against tasks required in C3I SOW sections 5.2.2, 5.2.3, 5.2.4, 5.3.1.1, 5.3.1.2, and 5.3.1.3 (and all subparagraphs).

6.5 O&M Support

The contractor will be evaluated for performance against tasks required in C3I SOW sections 5.1.2, 5.2.1.1, and 5.3.1.4 (and all subparagraphs).

7.0 Changes to Performance Categories and/or Weight Factors

Within fourteen (14) days of the start of the period, the Government and Contractor may participate in a joint meeting to reach a common understanding of the categories provided. The Government reserves the right to make changes in weights for each performance evaluation category by unilateral modification prior to commencement of each evaluation period.

Changes to the Performance categories after the start of a performance period shall be negotiated between the Government and the Contractor.

8.0 Award Fee Performance Scoring

The Contractor will receive a rating in each performance evaluation category using the adjective and numerical ratings in Table 3 (below):

ADJECTIVE RATING	EQUIVALENT AWARD FEE RANGE (%)	DESCRIPTION
OUTSTANDING	85-100	The contractor has demonstrated an outstanding level of performance in meeting technical, programmatic (cost and labor hours), and schedule requirements. All activities are on or ahead of schedule and within projected labor hours. Deficiencies (if any) are very minor with no adverse effect on overall performance or on meeting project objectives. Minimal government intervention is required. The contractor is cooperative and proactive in keeping the government apprised of project progress and potential problems.
GOOD	60-84	The contractor has demonstrated an acceptable level of performance in meeting the project's technical, programmatic (cost and labor hours), and schedule requirements. Some activities are on or ahead of schedule and some are within projected labor hours. Deficiencies are minor and have a limited impact on overall project performance or on meeting project objectives. Contractor has initiated recovery plan and action to mitigate problems. Level of Government intervention is suitable for a project of this complexity. The contractor is cooperative and keeps the government informed of project progress.
SATISFACTORY	40-59	With significant Government intervention, the contractor has demonstrated a sufficient level of performance in meeting the project's technical, programmatic (cost and labor hours), and schedule requirements. Some activities were over schedule and slightly exceeded projected labor hours. Deficiencies in some areas of the project had a negative impact on meeting project objectives. The contractor anticipated most (but not all) problems and was inconsistent in keeping the Government informed.
UNSATISFACTORY	0	The contractor has demonstrated an unacceptable level of performance in meeting technical, programmatic (cost and labor hours), and schedule requirements. All of the activities are behind schedule and significantly exceeded labor hours. Deficiencies (some major) have adversely affected overall project performance and associated project objectives. Government intervention was required and remedial action taken in one or more areas. The contractor did not anticipate problems nor keep the government informed. Recovery actions (if any) were ineffective and were disruptive to government operations.

Table 3. Adjectival Ratings

9.0 Termination

If the contract or task order is terminated for the convenience of the Government after the start of an award-fee evaluation period, the award fee deemed earned for that period shall be determined by the FDO using the normal award fee evaluation process. After termination for convenience, the remaining award fee pool cannot be earned by the Contractor and, therefore, will not be paid. If terminated for default, there will be no award fee earned.

10.0 Definitions

Award Fee (AF) - The award fee is the incentive fee that the Contractor may earn in whole or part during performance of the Task order. The objective of an award fee in the contract is to provide motivation for the Contractor to excel in the areas that are critical to the success and meeting the objectives of the Program (e.g., technical quality, cost, schedule, integration, communications, planning, partnership and collaboration, leadership, subcontract management, and management).

Award Fee Board (AFB) - The AFB is comprised of the members identified in paragraph 2.0 and fulfills the roles and responsibilities identified in paragraph 3.0.

Award Fee Board Chairperson (AFBC) - The AFB Chairperson will be designated in accordance with paragraph 2.0 and fulfill the roles and responsibilities identified in paragraph 3.0.

Award Fee Board Coordinator - The AFB Coordinator will be designated by the AFB and fulfill the roles and responsibilities identified in paragraph 3.0.

AFB Rating Form - A form filled out by each AFB member showing their rationale and rating of each performance criteria factor.

Award Fee Evaluation and Recommendation Report - A written report that summarizes the evaluation of Contractor performance and provides the recommended score and amount of award fee to be allocated for each CLIN that is scored during the period to the FDO.

Award Fee Board Recommendation Report – The final written report prepared by the AFB Coordinator and approved by the Award Fee Board that summarizes the evaluation of Contractor performance and provides the recommended ratings, scores and earned award fee. This report consists of a summary of the AFB Rating Forms.

Contractor's Award Fee Self-Evaluation Report – A report or presentation prepared by the Contractor that is submitted to the Contracting Officer and presented to the AFB within ten (10) days after the end of the evaluation period. The Contractor shall furnish to the AFB information, including a statement of cost and hours incurred and a statement addressing metric performance data to assist the AFB in evaluating the Contractor's performance during that evaluation period. The Contractor shall

electronically provide to the PCO and AFB Coordinator a written self-assessment of its performance under the Contract Performance Element within ten (10) days after the end of the evaluation period. This information shall include an evaluation on the Contractor's efforts, accomplishments, and products and services due and delivered for the period, including problems, risks and risk mitigations.

Day – A "day," unless otherwise specified, represents a calendar day.

Fee Determination Official (FDO) -The FDO is identified in accordance with paragraph 2.0 and fulfills the roles and responsibilities identified in paragraph 3.0.

Midpoint AFB Meetings – The midpoint AFB shall be conducted in accordance with the events described in Table 2.

Performance Monitors - The Performance Monitor(s), as designated by the AFB Chairperson, will fulfill the roles and responsibilities identified in paragraph 3.0.

Performance Monitor Evaluation Report (PMER) - Each Performance Monitor will prepare an evaluation report of the Contractor's performance and provide recommended scores for the Contractor's performance in the Performance Monitor's area of responsibility to the Award Fee Board Coordinator. Attachment 1 is a sample of information to be included in this report.

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Attachment 3: Award Fee Criteria and Weighting Factors

Task Order Management

Extent to which:

- Qualified personnel are assigned and timeliness of assignment; responsive to Background Investigation (BI)/security package submissions; personnel actions affected overall project schedule and performance
- Management practices result in the delivery of planned products and services while controlling labor hours
- Management practices identify and mitigate risks associated with the tasks on this project
- Management approach is integrated with other SBInet task orders and deliveries
- EVM and management reports depict the current state of the project and communications result in the ability to respond and resolve issues

Outstanding	Good	Satisfactory	Unsatisfactory
• ***Highly qualified*** personnel assigned ***on time; met*** BI/security requirements; ***favorable*** schedule impact • Management practices resulted in the delivery of planned products and services that ***exceeded the*** Government's expectations ***while controlling labor hours*** • ***Meaningful*** risks identified with ***proactive*** mitigation approach had favorable impact to program • Program/Schedule planning ***met/exceeded*** expectations; planned activities ***on/ahead of*** schedule • EVM and management reports ***accurately depicted*** the current state of the project and horizontal communications resulted in ***excellent*** recommendations and ***sufficient*** time to ***successfully*** respond and resolve issues.	• ***Qualified*** personnel assigned ***on time; met*** BI/security requirements; ***recoverable*** schedule impact • Management practices resulted in the delivery of planned products and services that ***met most of the*** Government's expectations ***while controlling labor hours*** • ***Meaningful*** risks identified with ***acceptable*** mitigation approach had ***little/favorable*** impact to program • Program/Schedule planning ***met*** expectations; planned activities ***on*** schedule • EVM and management reports ***depicted*** the current state of the project and horizontal communications resulted in ***useful*** recommendations and time to ***successfully*** respond and resolve ***most*** issues.	• ***Adequate*** personnel assigned ***mostly on time; most met*** BI/security requirements; ***slight*** schedule impact • Management practices resulted in the delivery of planned products and services that ***did not meet some of the*** Government's expectations ***or slightly exceeded labor hours*** • ***Mostly meaningful*** risks identified with ***government-corrected*** mitigation approach had ***slight*** impact to program • Program/Schedule planning ***met*** expectations ***with assistance from the Government***; planned activities ***recoverable in the*** schedule • EVM and management reports ***did not always depict*** the current state of the project and horizontal communications resulted in ***a limited amount of*** time to respond and resolve issues.	• ***Sub-standard*** personnel assigned ***late to the project; many did not meet*** BI/security requirements; ***significant*** schedule impact • Management practices resulted in the delivery of planned products and services that ***failed to meet the*** Government's expectations ***and significantly exceeded labor hours*** • ***Few meaningful*** risks identified with ***government- corrected*** mitigation approach had ***major*** impact to program • Program/Schedule planning ***has not met*** expectations; planned activities ***were not accomplished within the*** schedule • EVM and management reports ***inaccurately depicted*** the current state of the project and horizontal communications resulted in ***substandard*** recommendations and ***inability to*** respond and resolve issues.

Contractor- Government Interface

Extent to which the contractor:

- Facilitates a partnership by relating to the client and creating a positive experience
- Delivers and accepts honest, direct feedback to and from the client.
- Provides management and technical support to the IPT
- Exhibits professionalism, listening skills, availability, responsiveness, reliability with the client

Outstanding	Good	Satisfactory	Unsatisfactory
• Lines of communication were ***superior, timely,*** and led to ***efficient and proactive*** management by the contractor and ***greatly assisted*** the Government in making program decisions. • Government was ***extremely satisfied*** with the management and technical support provided to the IPTs. • Government was ***extremely satisfied*** with the level of professionalism, listening skills, availability, responsiveness, reliability • Government was ***extremely satisfied*** with how the contractor delivered and accepted honest, direct feedback	• Lines of communication were ***adequate, timely,*** and led to ***efficient*** management by the contractor and ***assisted*** the Government in making program decisions. • Government was ***satisfied*** with the management and technical support provided to the IPTs. • Government was ***satisfied*** with the level of professionalism, listening skills, availability, responsiveness, reliability • Government was ***satisfied*** with how the contractor delivered and accepted honest, direct feedback	• Lines of communication were ***strained,*** and ***sometimes*** led to ***inefficient*** management by the contractor and ***poorly assisted*** the Government in making program decisions. • ***After significant intervention,*** the Government was ***generally satisfied*** with the management and technical support provided to the IPTs. • ***After significant intervention,*** the Government was ***generally satisfied*** with the level of professionalism, listening skills, availability, responsiveness, reliability • ***After significant intervention,*** the Government was ***generally satisfied*** with how the contractor delivered and accepted honest, direct feedback	• Lines of communication were ***inadequate,*** and led to ***ineffective*** management by the contractor and ***did not assist*** the Government in making program decisions. • Government was ***dissatisfied*** with the management and technical support provided to the IPTs. • Government was ***dissatisfied*** with the level of professionalism, listening skills, availability, responsiveness, reliability • Government was ***dissatisfied*** with how the contractor delivered and accepted honest, direct feedback

Technical Performance: Requirements and Design (CBP System Life Cycle Stages 2 and 3)

Extent to which:

- The desired capabilities and other requirements (specified and derived) are defined, analyzed, managed, tested, traded and tracked throughout the life cycle, from initial identification to the verification and validation efforts.
- The architecture enables the translation of the required operational capabilities into system and software architectures and requirements
- The allocation of system requirements to software components is verified and software-related entry and exit criteria are used for baseline control.
- Preliminary and detailed design activities address the need for re-architecture evaluation and demonstrate how the architecture is designed with respect to reliability, maintainability, sustainability, and risk.
- The impact of requirements changes on software is assessed and addressed.
- Design trades to support requirements are made to balance program cost, schedule, performance, supportability, security, and risk.
- Requirements are evaluated against quality criteria, including priority, testability, verifiability, and potential for change.
- Technical process and system performance measures are suitable to the project and used to determine program progress and status.

Outstanding	Good	Satisfactory	Unsatisfactory
• Factors were ***successfully*** addressed and the contractor's approach ***exceeded*** the Government's expectations • The Government was ***extremely satisfied*** with the detailed design of the C3I system	• ***Most*** factors were ***successfully*** addressed and the contractor's approach ***met*** the Government's expectations • The Government was ***satisfied*** with the detailed design of the C3I system with ***no significant rework*** prior to acceptance by the Government	• ***Some required Government intervention to meet*** expectations • The Government was ***only satisfied*** with the detailed design of the C3I system ***after significant rework was accomplished—impacting the C3I (but not the program) schedule***	• ***Most*** factors were ***un-successfully*** addressed and the contractor's approach ***did not meet*** the Government's expectations • The Government was ***not satisfied*** with the detailed design of the C3I system ***and all efforts to correct problems resulted in an impact to the SBInet program schedule***

Technical Performance: Construction (CBP System Life Cycle Stage 4)

Extent to which:

- Software and systems engineering risks are linked in the program planning end software risks ere assessed and mitigated, including interface risks and interdependency risks.
- System interfaces from System of Systems (SoS) and external system dependencies are verified and updated.
- Technical process and system performance measures are suitable to the project and used to determine program progress and status.
- Test planning describes the test environment and artifacts to support frequent and dynamic testing, test-driven development, and tracking of software baselines.
- Software criticality and safety, including error handling & recovery and system assurance, are assessed and addressed.
- Implementation of total life cycle system management (i.e., Deployment Preparation, Performance Based Logistics, increased reliability and reduced total ownership cost) is accomplished to improve system availability.

Outstanding	Good	Satisfactory	Unsatisfactory
• Factors were ***successfully*** addressed and the contractor's approach ***exceeded*** the Government's expectations • The Government was ***extremely satisfied*** with the construction and integration of the C3I system	• ***Most*** factors were ***successfully*** addressed and the contractor's approach ***met*** the Government's expectations • The Government was ***satisfied*** with the construction and integration of the C3I system with ***no significant rework*** prior to acceptence by the Government	• ***Some required Government intervention to meet*** expectations • The Government was ***only satisfied*** with the construction and integration of the C3I system ***after significant rework was accomplished—impacting the C3I (but not the program) schedule***	• ***Most*** factors were ***un-successfully*** addressed and the contractor's approach ***did not meet*** the Government's expectations • The Government was ***not satisfied*** with the construction and integration of the C3I system ***and all efforts to correct problems resulted in an impact to the SBInet program schedule***

Technical Performance: Acceptance and Readiness (CBP System Life Cycle Stage 5)

Extent to which:

- Test planning describes the test environmant and artifacts to support frequent and dynamic testing, test-driven development, and tracking of software baselines.
- Software and systems engineering risks are linked in the program planning and software risks are assessed and mitigated, including interface risks and interdependency risks.
- Engineering activities are managed during system fielding.
- Software plans and related processes are followed and integrated with system engineering plans and processes.
- Technical process and system performance measures are suitable to tha project and used to determine program progress and status.
- System Interfaces from System of Systems (SoS) and external system dependencies are verified and updated.

Outstanding	Good	Satisfactory	Unsatisfactory
• Factors were ***successfully*** addressed and the contractor's approach ***exceeded*** the Government's expectations • The Government was ***extremely satisfied*** with the readiness of the C3I system for fielding.	• ***Most*** factors were ***successfully*** addressed and the contractor's approach ***met*** the Government's expectations • The Government was ***satisfied*** with the readiness of the C3I system for fielding with ***no significant rework*** prior to acceptance by the Government	• ***Some required Government intervention to meet*** expectations • The Government was ***only satisfied*** with the readiness of the C3I system for fielding ***after significant rework was accomplished—impacting the C3I (but not the program) schedule***	• ***Most*** factors were ***un-successfully*** addressed and the contractor's approach ***did not meet*** the Government's expectations • The Government was ***not satisfied*** with the readiness of the C3I system for fielding ***and all efforts to correct problems resulted in an impact to the SBinet program schedule***

Technical Performance: Operations (CBP System Life Cycle Stage 6)

Extent to which:

- Software and systems engineering risks are linked in the program planning and software risks are assessed and mitigated, including interface risks and interdependency risks.
- Test planning describes the test environment and artifacts to support frequent and dynamic testing, test-driven development, and tracking of software baselines.
- Software criticality and safety, including error handling & recovery and system sssurance, are assessed and eddressed.
- The process for integrating program protection is compliant with the contractor's and the Government's policies.
- Software defect analysis and software reliability & availability assessment is addressed during software development and operations & maintenance.
- Implementation of total life cycle system management (i.e., Deployment Preparation, Performance Based Logistics, increased reliability and reduced total ownership cost) is accomplished to improve system availability.

Outstanding	Good	Satisfactory	Unsatisfactory
• Factors were ***successfully*** eddressed and the contractor's approach ***exceeded*** the Government's expectations • The Government was ***extremely satisfied*** with the performance of the C3I system snd responsiveness of the contractor to sustain the system during operations	• ***Most*** factors were ***successfully*** eddressed and the contractor's approach ***met*** the Government's expectations • The Government was ***satisfied*** with the performance of the C3I system and responsiveness of the contractor to sustain the system during operations	• ***Some required Government intervention to meet*** expectations • The Government was ***only satisfied*** with the functionality and availability of the C3I system ***after significant Government intervention***	• ***Most*** factors were ***un-successfully*** addressed and the contractor's approach ***did not meet*** the Government's expectations • The Government was ***not satisfied*** with the performance of the C3I system and failures of the C3I system resulted in SBInet not meeting availability requirements

Documentation

- Extent to which quality and timely delivery of documentation, as specified in the Contract Requirements Deliverable List (CDRL) schedule and/or the program schedule, is accepted by the Government.

Outstanding	Good	Satisfactory	Unsatisfactory
• Documentation of all deliverables ***highly organized, accurate, and extremely easy to understand.*** • ***Proactive*** reporting of potential documentation problems ***exceeded*** the Government's expectations • Document delivery received ***ahead*** of schedule • Documentation has a ***exceptional*** level of clarity and consistency while correctly referencing related deliverables	• Documentation of all deliverables ***was organized, accurate, and easy to understand.*** • Reporting of potential documentation problems ***met*** the Government's expectations • Document delivery received on schedule • Documentation has a ***good*** level of clarity and consistency while correctly referencing related deliverables	• ***After significant rework,*** documentation of all deliverables was ***acceptable.*** • Reporting of potential documentation problems ***did not meet*** the Government's expectations • Document delivery received after ***frequent requests.*** • Documentation ***was somewhat inconsistent*** in referencing related deliverables	• Substandard documentation of all deliverables was ***highly disorganized, inaccurate, and illegible*** • Contractor ***unable*** to report potential documentation problem • Document delivery was ***behind schedule or not provided*** • Documentation ***does not correctly*** reference related deliverables

Schedule

- Extent to which execution of major milestones, including exit and entrance criteria, is in compliance with the Task Order.

Outstanding	Good	Satisfactory	Unsatisfactory
• Contractor delivers an ***excellent*** level of operational capability ***ahead*** of the baseline schedule • ***Consistent*** submission of ***substantive*** schedule forecasts and schedule variance ***fully*** explained • Executes an ***innovative*** approach to solving problems	• Contractor delivers an ***acceptable*** level of operational capability ***within*** the baseline schedule • Submission of ***adequate*** schedule forecasts and schedule variances explained • Executes a ***suitable*** approach to solving problems	• ***After significant Government intervention,*** the contractor delivered operational capability ***within*** the baseline schedule or slightly ***behind schedule*** • Submission of schedule forecasts was ***somewhat less accurate than expected*** and schedule variances explained ***after frequent requests*** • Problem solving required ***significant Government intervention***	• Contractor ***failed*** to deliver operational capability • Submission of schedule forecasts was ***substandard*** and schedule variances ***were not explained*** • Problem solving approach is ***incompatible*** with the government's tactics and approach

Life Cycle Cost Management

- Extent to which contractor develops and maintains a software life-cycle cost analysis tool that is capable of estimating the cost of future releases, software maintenance, and C3i operations (to include network, system, and commend center resources).

Outstanding	Good	Satisfactory	Unsatisfactory
• Cost model ***accurately*** predicted costs and deliverable functionality • Actual cost and functionality of deliverables ***exceeded*** government's expectations in ***being delivered within the*** planned level of effort ***and meeting full operational capability*** • Cost model possess a ***high level of utility*** in predicting costs for future releases and provides government with an ***accurate*** calibration cost model with a ***high degree*** of insight	• Cost model predicted an ***acceptable*** level of cost and deliverable functionality • Actual cost and functionality of deliverables ***met*** the government's expectations in ***being delivered within the*** planned level of effort and meeting ***baseline operational capability*** • Cost model possess a ***suitable level of utility*** in predicting costs for future releases and provides government with a ***decent*** calibration cost model with a ***good degree*** of insight	• ***With significant Government intervention***, the cost model predicted ***most*** cost and deliverable functionality • Actual cost and functionality of deliverables ***did not meet all*** of the government's expectations; ***slightly exceeded*** planned level of effort and/or ***provided a mediocre level of operational capability*** • Cost model's utility was ***mediocre*** in predicting costs for future releases and calibration cost model ***unable*** to provide good insight	• Cost model ***failed*** to predict ***all*** cost and deliverable functionality • Actual cost and functionality of deliverables ***did not meet*** government's expectations; ***significantly exceeded*** planned level of effort and/or ***did not provide operational capability for the deliverables*** • Cost model's utility was ***substandard*** in predicting costs for future releases and calibration cost model ***failed*** to provide insight

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

B. A total of $293,697.14 in additional funding is hereby added to the contract through the release of option contract line item 10010.

C. As a result of the above change the total contract cost shall increase by: $293,697.14 from: 985,980.12 to: $1,297,677.26.

D. This modification was coordinated by Jeffrey Gwilliam (Secure Border Initiative (SBI) Acquisition Office), Herman T. Shivers (SBI Acquisition Office), (b) (6) [redacted] (SBI Acquisition Office) and, (b) (6) [redacted] (Stratecon, LLC).

E. All other terms and conditions remains unchanged.