AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 / 11

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00025	07/30/2010		

6. ISSUED BY CODE 7014	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE
Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW Room 7.2C Washington DC 20229	Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW Room 7.2C Washington DC 20229

8. NAME AND ADDRESS OF CONTRACTOR (*No., Street, County, State, and Zip Code*)		9A. AMENDMENT OF SOLICITATION NO.
THE BOEING COMPNAY DBA/BOEING 1215 SOUTH CLARK ST STE 600 ARLINGTON VA 2202-3259	☐	9B. DATED (*SEE ITEM 11*)
	☒	10A. MODIFICATION OF CONTRACT/ORDER NO. /HSBP1208J21892
CODE: FACILITY CODE:		10B. DATED (*SEE ITEM 11*) 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 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*)

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 date, etc.*) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43,103 (b).
☒	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a) "BILATERAL MODIFICATION/MUTUAL AGREEMENT OF ALL 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 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		16A. NAME AND TITLE OF CONTRACTING OFFICER	
(b) (6) [redacted] ontract Administrator, The Boeing Co.		MARIO DIZON, CONTRACTING OFFICER	
15B. CON (b) (6) [redacted] ized to sign)	15C. DATE SIGNED 30July2010	16 (b) (6) [redacted]	16C. DATE SIGNED 7/30/10

1. This modification, including the changes below to Section B, Supplies or Services and Prices/Costs, are as shown below:

As a result of the Contractor's limitation of cost notification Boeing letter GSS-SBI-CVJ-ADTO-10-0219 dated March 30, 2010, which includes the Contractor's Estimated Cost of Completion, Section B - Supplies or Services and Prices/Costs, the total estimated costs of CLINs 00010, 00020, 00030, 00050, 00060, and 00070 are hereby modified and increased as follows:

CLIN	Description	Estimated Costs	Fees	Total Funding Values
00010	Professional services, travel, and data for Program Management/Administration in IAW the ADTO Statement of Work (SOW) dated October 23, 2009.	(b) (4) [redacted]	(b) (4) [redacted]	(b) (4) [redacted]
00020	Professional Services, travel, and data for Tower Installation IAW ADTO SOW dated October 23, 2009.			
00030	Materiel and data IAW ADTO SOW dated October 23, 2009.			
00040	Schedule/Performance Award Fee			
00050	Professional services, travel, and data For Tower Payloads IAW ADTO SOW dated October 23, 2009.			
00060	Professional services, travel, and data For Facilities IAW ADTO_SOW dated October 23, 2009.			
00070	Professional services, travel, and data for Integration/Test IAW ADTO SOW dated October 23, 2009.			

00080 Repair of Government Property (b) (4) (b) (4) (b) (4)
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, the Contractor shall not exceed the pre-approved amount of equal to 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)

2. The Contractor agrees to invest (b) (4) (base fee) into SBInet related technology enhancements (IAW Section B.4 of this modification).

3. The Contractor agrees to provide a maximum cost share ceiling of (b) (4) for continued performance beyond the Government's maximum estimated cost of (b) (4) (IAW Section B.4 of this modification).

4. The Government's maximum estimated cost of (b) (4) includes all costs associated with the following undefinitized contract actions (UCA):

a. EIS Camera Stabilization (CM 0334)
b. AJO-1 C2 Modular Facility 50 Micron Fiber (CM 0571)
c. AJO-1 C2 Facility/Septic and Water (CM 0570)
d. BANWR Fire Management Plan (CM 0367)
e. IOCC Mission Trench (CM 0358)
f. IBM Servers (CM 0360)
g. Left Handed Shelter Doors (CM 0305)
h. Tower Foundations (CM 0379)

As a result of this modification, the above listed UCAs are hereby definitized.

5. Section B – Contract Pricing Terms and Conditions is deleted in its entirety and the revised Section B – Contract Pricing Terms and Conditions attached hereto is incorporated herein.

6. As a result of this modification, the total estimated cost of this Task Order is hereby increased from (b) (4) to (b) (4) by (b) (4)

7. As a result of this modification, the Task Order total funded value is increased from

$153,331,175to $161,391,194 by $8,060,019.

8. In addition to the estimated cost above, pursuant to P00021 on April 23, 2010, the Contractor was authorized, a Not-To-Exceed (NTE) for CM-0608 (Noise Abatement Planning Efforts) in the amount of $19,198.00; for a total estimated cost value of $155,184,163.00.

9. End of Summary of Changes.

Section B – Contract Pricing Terms and Conditions

1. GENERAL

The contractor shall furnish all personnel, facilities, equipment, materials, supplies, and services necessary for the contractor to deploy the designs for TUS-1 and AJO-1 in accordance with the attached statement of work for Arizona Deployment dated October 23, 2009.

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

The recognized target cost, excluding over-target-baseline, is (b) (4) [redacted] The total task order estimated cost and base fee is $157,962,667. The total task order estimated cost is (b) (4) [redacted] The total task order base fee is (b) (4) [redacted] or (b) (4) [redacted] of total task order total cost less travel and travel related indirect costs, and facilities capital cost of money less (b) (4) [redacted] 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) [redacted] which is approximately (b) (4) [redacted] 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.

Contractor consideration and concessions for continued performance increase in the estimated cost and the Government's Obligation pursuant to FAR 52.232-20, Limitation of Cost, include:

The Contractor agrees to invest $2,797,702 of its fee into SBI*net* related technology enhancements. These investments will be coordinated with CBP and targeted to begin in the 2nd half of 2010. The scope and cost of these technology investments are outside of the scope and estimated cost of the Arizona Deployment Task Order. The Contractor agrees to increase the technology investment of (b) (4) [redacted] by the value of (b) (4) [redacted] (b) (4) [redacted] of any AJO-1 Award Fee earned under the Program Execution Plan. In the event of termination for any reason, the Contractor is not required to continue these investments. Further, cost incurred performing these investments shall be recognized and credited first as a reduction to Contractor fee should any equitable reduction of fee be deemed necessary by the Government.

The Contractor shall deliver the Supplies and Services required under CLINs 00010-00080 in accordance with the statement of work for Arizona Deployment dated October 23, 2009. In accordance with the final approved System Acceptance Plan (CDRL J041), the Contractor shall turn over the TUS-1 and AJO-1 Projects Ready for Operational Test and Evaluation (RFOT&E) that meet the final acceptance criteria provided in Section B. 5.1.3 below. The estimated RFOT&E dates are 15 Sep 2010 (TUS-1) and 16 Dec 2010 (AJO-1) and it is agreed that:

1) At Boeing's declaration of RFOT&E all Acceptance Data Package's (ADP's) listed in the System Acceptance Plan (SAP) will be delivered. Additional items listed 2-5 will be completed prior to final acceptance of the system.

2) Test Event Report from Final System Acceptance Test (SAT) report

3) Installation and completion of all Human Machine Interfaces (HMI)

4) Delivery of all As-Built documentation (CDRL J049)

5) Complete punch list items

Concurrent with this increase of (b) (4) to the estimated cost of the contract and to the government's obligation, the Contractor agrees to provide a cost share ceiling of (b) (4) and to continue performance through final acceptance. This Contractor Cost Share of (b) (4) is recognized as the Contractor's Cost Share Ceiling and includes total expended costs plus any outstanding commitments. Any effort required to complete acceptance funded under the Contractor Cost Share shall be accounted for in the monthly CPR. The Contractor's Cost Share may be used across all applicable CLINs. The Contractor is not obligated to continue beyond the total of the Government's obligation plus Contractor Cost Share ceiling of (b) (4) Nothing in this provision restricts the Government's right to increase the estimated cost to the Government pursuant to FAR clause 52.232-20.

5. COST FEE STRUCTURE:

The base fee shall not be less than (b) (4) of the target 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.

5.1 Schedule/Performance Award Fee.

5.1 Award Fee Pool (distribution)

a. TUS-1: (b) (4)
b. AJO-1:

5.1.2 See attached Performance Evaluation Plan (PEP) for Award Fee criteria.

5.1.3 The following is the criteria for acceptance of Projects TUS-1 and AJO-1:

1. Completion of Systems Acceptance Testing
    a. Completion of test results "Hotwash"
    b. Preliminary Results and Predictions of Analysis

2. All Categories 1 & 2 non-conformance items have a CBP approved disposition (includes Incident Report (IR), Test Incident Report (TIR), to include government concurrence as applicable.

3. Plan of action on all open Category 3 non-conformances.

4. Acceptance Data Package (ADP) of "as-built" System
    a. Reconciliation of as-built vs. as-designed
    b. Includes results from Assembly Check-out testing data (Factory Acceptance type testing)

5. Certification & Accreditation
    a. Plan of action for any issue identified in the Security Assessment Report
    b. Evidence of Complete Network Operations Center/Secure Operations Center (NOC/SOC) procedures

A successful/acceptable SAT for TUS-1 is achieved when no Category 1 or Category 2 failures exist, but Category 3 issues may be present.

- Category 1 is a failure of the systems primary system functions. Any safety related issue is a Category 1 failure.

- Category 2 is a partial failure or degradation of primary systems functions that impacts primary functionality but functionality is achievable with alternative method of operation.

- Category 3 is an issue that results in degraded operations of minor functionality or where a work around is available to enable operations to continue.

The evidence to be presented in the Final Acceptance Package for TUS-1 and AJO-1 follows:

1. Close out of all non-conformances (includes IRs, TIRs, etc) to include government concurrence as applicable, including root cause analysis and corrective action steps and schedule.

2. Satisfactory completion of the Systems Acceptance to include Systems Acceptance Test reports and performance analysis results.

3. Final delivery of the Acceptance Data Package (ADP) which documents the reconciliation of the "as built" configuration of the TUS-1/AJO-1 System to the final "as designed" baseline.

4. Certification & Accreditation

   a. All issues or conditions to "authority to operate", identified in the Security Assessment Report are documented with approved plans in the Plan of Action and Milestones (POAM)

   b. Evidence of Complete NOC/SOC procedures.

5. Project Integration Specifications metrics are satisfied*:

Probability of Detect		Probability of ID		Operational Availability	
Threshold	Objective	Threshold	Objective	Threshold	Objective

(b) (7)(E) [redacted]

In addition to the three specifications above, a fourth specification is as follows:

Technology Coverage (radar-based)

Coverage is based on the linear line (statute miles) of border covered by technology as follows:

TUS-1: (b) (7)(E) [redacted]
AJO-1:

* The metrics are based on the Modeling and Simulation models that are based on a seven workstation COP configuration. Any adjustment to the workstation COP configuration will require a review and change to the metrics.

6. All CDRLs delivered and accepted by the government except final financial reports.

7. In the event the Contractor fails to meet any of the items required for final acceptance within the total estimated cost of (b) (4) [redacted] the Government and Contractor will utilize procedures outlined in the SBI*net* Program Management Office Configuration and Data Management Plan Rev. December 20, 2006, paragraph 7, Deviation and Waiver Request (DWRs).

- DWRs will be used by the PMO to accept products that do not conform to their documented requirements, in accordance with the SEI CMMI Acquisition Management process area. DWRs will allow the SBI*net* PMO to temporarily accept a SBI*net* product or release that does not meet the SBI*net* PMO's requirements (such as at a gate review), and formally document outstanding tasks that need to be completed for full acceptance. DWRs will also allow the SBI*net* PMO to permanently waive a requirement for a SBI*net* product or release. Although they are a valuable tool, the use of DWRs is something that should be considered only under extenuating circumstances.

  A deviation is a request to deliver a product or release that *temporarily* departs from a specified requirement or approved change. Approved deviations include a date by which the deviation will be corrected. A waiver is a request to deliver a product or release that *permanently* departs from a specified requirement or approved change. Deviations and waivers are classified as major or minor depending on how they affect the use and support of the product.

  A typical DWR includes the following information:

  - Requester information
  - Date of request
  - Unique identifier for the DWR
  - Type of request (deviation or waiver)
  - Reason for request
  - Deliverable for which DWR is being requested
  - "As is" description of deliverable
  - "As should be" description of deliverable
  - Requirement(s) affected
  - Date or milestone by which deviation will be corrected (if deviation request)
  - Approval information (approval authority signature, date)
  - Impact of approval/disapproval

6. Obligation of Funds

a. Total funds in the amount of $161,391,194 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) [redacted]
00020	
00030	
00040	
00050	
00060	
00070	
00080	
Total Funding	$161,391,194