

ORDER FOR SUPPLIES OR SERVICES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 12/01/09	2. CONTRACT NO. (if any) HSHQDC-06-D-00023	6. SHIP TO:	
3. ORDER NO. HSBP1010J00108	4. REQUISITION/REFERENCE NO. 0020052871	a. NAME OF CONSIGNEE See Attached Delivery Schedule	
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW NP 1310 Washington DC 20229		b. STREET ADDRESS	
		c. CITY	d. STATE e. ZIP CODE
7. TO:		f. SHIP VIA	
a. NAME OF CONTRACTOR UNISYS CORP		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE - Reference Your EMAIL DATED: 12/03/09 Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 11720 PLAZA AMERICA DR TOWER III		<input checked="" type="checkbox"/> b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY RESTON	e. STATE VA	f. ZIP CODE 20190	
9. ACCOUNTING AND APPROPRIATION DATA		10. REQUISITIONING OFFICE	
CONTRACTOR TIN: (b)(3); (b)(4)		11. BUSINESS CLASSIFICATION (Check appropriate box(es))	
12. F.O.B. POINT Destination		<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
a. INSPECTION	b. ACCEPTANCE	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 05/03/2010
DESTINATION	DESTINATION		16. DISCOUNT TERMS Net 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accept
10	CLIN 0785 Calais, ME	1.000	AU	(b) (4)	(4)	
20	CLIN 0822 OTLPMgmt & CLIN 0818 OLPR PRF	1.000	AU			

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	(b) (4)	TOT. (Cont. pages)
21. MAIL INVOICE TO:				
a. NAME DHS - Customs & Border Protection National Finance Center			\$252,314.70	17(l) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) PO Box 68908				
c. CITY	d. STATE IN	e. ZIP CODE 46268		
22. UNITED BY (Signature) (b) (6)		23. NAME (Typed) Anthony Harvin TITLE: CONTRACTING/ORDERING OFFICER		

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Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page of this award, you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

ACCEPT [REDACTED] 08

Signature: [REDACTED] DATE: 28 Jan 2010

(b) (6)
(b) (6)

Pr. Contracts Mgmt, UMYSYS Federal System.

*****IMPORTANT*****

PPS TASK ORDER NUMBER: HSBP1010J00108 SYSTEMICALLY REPLACES IPRO TASK ORDER NUMBER: HSBP1008J19873.

WITH THE ISSUANCE OF THIS NEW PPS TASK ORDER NUMBER: HSBP1010J00108, ANY FUNDING OBLIGATIONS, AND MODIFICATIONS WILL CLEARLY FOLLOW THE SEQUENTIAL NUMBER SCHEME ORIGINALLY ESTABLISHED IN THE IPRO TASK ORDER NUMBER: HSBP1008J19873. THIS INFORMATION WILL BE PROVIDED IN THE BODY OF EACH TASK ORDER DESCRIPTION OR IN THE SF-30, MODIFICATION DOCUMENT.

TASK ORDER NUMBER: HSBP1010J00108 HAS BEEN CREATED IN THE PPS CBP PROCUREMENT SYSTEM TO ALLOW FUNDING OBLIGATIONS AND CONTRACT ADMINISTRATION FUNCTIONS TO CONTINUE IN ACCORDANCE WITH CONTRACT NUMBER: HSHQDC-06-D-00023, TASK ORDER: HSBP1008J19873, DUE TO THE CBP PROCUREMENT SYSTEM CONVERSION FROM THE OLD IPRO SYSTEM TO THE NEW PPS SYSTEM.

*PLEASE NOTE THE FOLLOWING ADDITIONAL INVOICING INSTRUCTIONS FOR ALL INVOICE SUBMISSIONS:

1. ALL COST INCURRED UNDER IPRO TASK ORDER NUMBER: HSBP1008J19873, TO INCLUDE MODIFICATIONS: 0001 THROUGH 0010 SHALL BE SUBMITTED TO CBP USING IPRO TASK ORDER NUMBER: HSBP1008J19873, ONLY.
2. ALL COST INCURRED UNDER PPS TASK ORDER NUMBER: HSBP1010J00108, TO INCLUDE MODIFICATIONS: 0011 AND ANY FORTHCOMING MODIFICATIONS SHALL BE SUBMITTED TO CBP USING PPS TASK ORDER NUMBER: HSBP1010J00108 AND REFERENCE THE IPRO TASK ORDER NUMBER: HSBP1008J19873.

ALL TERMS AND CONDITIONS IN THE IPRO TASK ORDER NUMBER, HSBP1008J19873 ARE APPLICABLE TO THIS PPS TASK ORDER NUMBER: HSBP1010J00108, AND REMAIN UNCHANGED.

PPS TASK ORDER NUMBER: HSBP1010J00108, IS BEING ISSUED AS MODIFICATION: 0011, IN ACCORDANCE WITH AND FOLLOWING THE SEQUENTIAL NUMBERING SCHEME OF IPRO TASK ORDER: HSBP1008J19873.

THE PURPOSE OF HSBP1010J00108 IS TO DO THE FOLLOWING:

1. TO INCORPORATE (2) TWO WITHIN SCOPE STATEMENTS OF WORK (SOW'S) FOR:
 - a. UNISYS ASSUMING THE RESPONSIBILITY FOR GOVERNMENT TEST LANE FACILITY (GTLF) LEASE, SITE ADMINISTRATION, AND OPERATION AND MAINTENANCE.
 - i. The Period of Performance for the GTLF lease shall be from : December 01, 2009 through May 03, 2010.
 - ii. Cost for the GTLF monthly lease, monthly real estate taxes, monthly operating expenses, and building permits total: \$242,287.54.
 - b. UNISYS TO DEVELOP AND DEPLOY WHTI SOLUTION A WIDE LANE AT CALAIS, ME.
 - i. Cost for the Calais, ME wide lane WHTI Solution total: \$10,027.16.
3. TO INCORPORATE UNISYS CORP. FIRM FIXED PRICE (FFP) PROPOSALS, SUBMITTED VIA EMAIL DATED: 12/03/09, (1) TECHNICAL AND (1) COST/PRICE PROPOSAL.
4. TO ADD AN ADDITIONAL \$252,314.70 OF FUNDING TO THE CONTRACT VALUE. THE CONTRACT VALUE CHANGED FROM: \$95,118,696.20 BY \$252,314.70 TO TOTAL: \$95,371,010.90.
5. TO ADD THE FOLLOWING TO SECTION 3.1 "KEY PROJECT PERSONNEL":

Program Manager - (b) (6) (interim PM)

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NOTES:

Transition of Government Test Lane Facility (GTLF) Lease from EDS/HP to Unisys Statement of Work (SOW)

Introduction:

The GTLF site is required under Para 3.9 of the WHTI scope to duplicate actual passenger vehicle lanes for staging and testing purposes. Unisys is also required to operate a Contractor Test Lane Facility (CTLF) in addition to the Government Test Lane Facility (GTLF). Unisys has already established a commercial lease for the CTLF facility in (b) (4) in support of WHTI. Several years ago PSPO established the GTLF through its existing contract with (b) (4) negotiated a property lease with the landowner in Stafford where the GTLF is now located. Since that time, (b) (4) was acquired by (b) (4) recently made the business decision to no longer administer the lease on behalf of PSPO-OIT. As a result, the Government is requesting (b) (4) assign the lease to Unisys and have Unisys maintain the facility along with managing current ongoing WHTI development, construction, installation and testing activities at the site.

Under the WHTI contract, Unisys has already installed and currently maintains the WHTI equipment at the GTLF and is also required to provide engineering and technical services for the system throughout the program's life cycle in accordance with para 7.8 of the SOW. The GTLF facility is required in order for Unisys to fulfill its requirements under the base contract. The present GTLF site is provided as Government Property to Unisys and under that clause Unisys may acquire those facilities if directed by the Government. This transfer of GTLF management responsibility to Unisys will provide a single point of accountability for all aspects of the facility and would likely reduce overall cost to the Government by reducing the number of organizations and people required to support the facility. Transfer of the lease will also reduce risks to the schedule for the outbound proof of concept current under development under Mod 10 of the base contract.

Scope:

The scope of this SOW is to outline specific requirements to acquire the lease, as well as ongoing efforts to operate and maintain GTLF located in Stafford VA.

Tasks:

1. The Contractor shall negotiate transfer of facility lease from (b) (4) to Unisys – such negotiation shall provide a seamless transition that may require leasing of additional land areas not covered under the current lease agreement.
2. The Contractor shall determine land owner requirements to allow the Government to return the facility to the original condition at the end of the current lease agreement.
3. The Contractor shall determine any environmental/safety requirements not currently outlined in the lease agreement.
4. The Contractor shall ensure all work to be conducted at GTLF is in compliance with federal/state/local building permits/codes.
5. The Contractor shall provide to the Government a list of all Government Furnish Equipment (GFE) installed at the site. Unisys may elect to verify and provide such list as made available from (b) (4) Unisys shall be required to maintain such inventory current throughout the lease.
6. The Contractor shall assume O&M for equipment installed on site such as security gates, fencing, asphalt, security cameras, booths, lane infrastructure and information technology infrastructure, such as data and power to the lanes.
7. The Contractor shall provide recommendations to ensure security at the site is maintained such as maintaining security guard presence 24x7.
8. Limited janitorial services shall be required to ensure a safe and clean environment is available to users of the facility. Such services would include emptying of trash cans located on the premises, cleaning of bathrooms etc..
9. The Contractor shall ensure prompt payment of all utilities required under the lease term agreement.
10. Building Permits for the outbound Proof of Concept (POC) are required to allow construction to move forward as required. In discussions with the County planning commissioners, [to date it] has been identified that the following permits are required;

Stafford:
Conditional Use Permit
Storm Water Concept Plan
Site plan and Building Permit plan

Fauquier:
Special Exception Application Form
Text Amendment

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NOTES:

Site Plan and Building Permits
Land Disturbing Plan

Support for Wide Lane Installation at Calais, MN Statement of Work (SOW)

Objective:

The scope of this effort is to design, build and deploy a full WHTI solution for a wide lane at Calais, MN. A wide lane is defined as any lane greater than 12 feet across.

Background:

The current WHTI LPR system lacks sufficient camera field of vision to reliably read licenses in a wide lane configuration at a rate that meets established Service Level Agreement metrics. The Network Video Resources (NVR) (b) (7)(E)

(b) (7)(E) To support a wider lane (b) (7)(E) the field of view available to the system needs to be increased to be able to successfully locate and capture license plate information. Typically, the solution to increase the field of view is to add additional cameras (front and back) and additional equipment to process such images, and will require a larger image to be (b) (7)(E) and transmitted (b) (7)(E)

Purpose:

CBP Office of Information Technology (OIT) intends to procure network, engineering and technical services to fully design, construct, implement, test and verify software and hardware solution to capture license plate data for wide lanes. It is anticipated that transmittal of all data from the wide lane will (b) (7)(E)

(b) (7)(E)

Scope:

The Contractor shall provide technical, engineering, management services support to plan, design, fabricate, obtain, integrate, construct, install, test, train, document and install a wide lane solution at Calais MN (one lane).

Operation and Maintenance:

The Contractor shall provide maintenance service, to include technical services for scheduled preventative and unscheduled on-call maintenance to ensure system remains fully operational. Support services shall include system upgrades and reprogramming to address equipment upgrades or other maintenance operations on the installed equipment and technology refreshment. The Contractor shall update the current system Maintenance Plan with recommendations for scheduled preventive and emergency maintenance/service, including quality control activities.

Service Level Objectives:

The Contractor shall provide system support services for deployed equipment under the resulting modification to the contract that meet the service level objectives defined in the original contract between CBP and UNISYS.

System Availability:

The Contractor shall achieve service availability objective of 99.9% of the time, excluding scheduled maintenance as defined by the base contract and/or as amended.

Development and Implementation Schedule:

The Contractor shall provide a development and implementation schedule considering other ongoing efforts in house.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1010J00108**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	CLIN 0785 Calais, ME	1.000	AU	(b) (4)	(b) (4)
20	CLIN 0822 GTLFMgmt & CLIN 0818 OLPR PRF	1.000	AU	(b) (4)	(b) (4)

Total Funded Value of Award:

\$252,314.70

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6999.3167USCSGLCS0923050000Z00010400AP01 640303167	(b) (4)
20	6100.2525USCSGLCS0923050000Z00010400AP01 640302525	(b) (4)

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 7400 Fullerton Road Springfield, VA 22153	10	1.000	05/03/2010
	20	1.000	05/03/2010