

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 3

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

1. DATE OF ORDER 10/20/2006	2. CONTRACT NO. (if any)	6. SHIP TO:			
3. ORDER NO. HSBP1006J13776	4. REQUISITION/REFERENCE NO. 0020025607	a. NAME OF CONSIGNEE See Attached Delivery Schedule			
5. ISSUING OFFICE (Address correspondence to) Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW NP 1310 Washington DC 20229		b. STREET ADDRESS		c. CITY	d. STATE
		e. ZIP CODE		f. SHIP VIA	
		8. TYPE OF ORDER			
7. TO:		<input checked="" type="checkbox"/> a. PURCHASE - Reference Your _____ 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.			
a. NAME OF CONTRACTOR THE BOEING COMPANY		<input 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.			
b. COMPANY NAME		10. REQUISITIONING OFFICE (b) (6)			
c. STREET ADDRESS 5301 BOLSA AVE.		11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
d. CITY HUNTINGTON BEACH		e. STATE CA	f. ZIP CODE 92647-2099	<input type="checkbox"/> a. SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> e. HUBZone <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
9. ACCOUNTING AND APPROPRIATION DATA CONTRACTOR TIN: 910425695					
12. F.O.B. POINT		Destination		16. DISCOUNT TERMS	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 06/12/2007	
a. INSPECTION	b. ACCEPTANCE				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY Acctpt (g)
00010	Offeror's Proposed Task	1.00	AU	\$20,000,000.00	\$20,000,000.00	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.		17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:				
	a. NAME DHS - Customs & Border Protection		National Finance Center		\$0.00
	b. STREET ADDRESS (or P.O. Box)		PO Box 68908		\$20,000,000.00
c. CITY Indianapolis	d. STATE IN	e. ZIP CODE 46268		17(i) GRAND TOTAL	
23. NAME (Typed) Deborah L. Smith TITLE: CONTRACTING/ORDERING OFFICER					

(b) (6)

DATE OF ORDER 10/20/2006	CONTRACT NO. (if any)	ORDER NO. HSBP1006J13776	PAGE OF PAGES 2 3
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Federal Tax Exempt ID: 72-0408780

NOTES:

A. The contractor shall provide all supplies and services necessary to perform the Offerors Proposed Task in accordance with the Performance Work Statement (PWS) Attachment (1) and the numbered items below for contract HSBP1006D01353.

This Task Order incorporates the terms and conditions set forth in IDIQ Contract HSBP1006D01353, as modified herein.

1. Boeing will warrant products and services for one year from the date of system acceptance of deliverable clusters of product groups (after installation and acceptance by CO/COTR -such as (b) (7)(E) mobile towers, (b) (7)(E) Rapid Response Transports, (b) (7)(E) Mobile C3 units etc) for the Offerors Proposed Task Order. Additionally, all terms of standard commercial warranty will be passed through from Boeing's vendors.

2. Boeing is responsible for all assembly and disassembly of warranted equipment during the warranty period.

3. Boeing will work with CBP to identify mutually acceptable site for vehicle SBInet fit-out within the task order sector.

4. The existing CBP infrastructure (including roads, vehicles, aircraft, Unmanned Aerial Vehicles (UAVs), hardware and software, etc) are available to Boeing in the performance of its contractual obligations required as part this task order. CBP will provide the support required to maintain such infrastructure and will use its best effort to make the items available.

5. The Government will make available and give access to the necessary Interface Control Documents (ICDs) as appropriate.

6. CBP helicopters, in their current mission roles, will not require any refit as part of SBInet.

7. After delivery and acceptance of the mobile towers, CBP will be responsible for the diesel fuel to operate the mobile tower generators that are part of the Boeing solution.

8. CBP will operate and maintain the existing Unmanned Aerial Vehicles (UAVs).

9. Boeing will maintain the new equipment through the warranty period in accordance with the Warranty clause in the Task Order, excluding periodic maintenance.

10. CBP will provide the necessary facility space and access to accommodate the upgraded/new servers, monitors, workstations, etc at the Station/Sector headquarters as available. Boeing will work with CBP to identify a mutually

DATE OF ORDER 10/20/2006	CONTRACT NO. (if any)	ORDER NO. HSBP1006J13776	PAGE OF PAGES 3 3
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NOTES:

acceptable solution for additional facility space as necessary.

11. Call-in support of 24/7/365 will end after the warranty period expires or at the completion of the relevant task order whichever is later. Further support will be discussed as part of an overall ILS proposal.

12. Boeing will be provided access to Government vehicles and facilities as necessary and available to install Contractor Furnished Equipment (CFE).

13. All necessary personnel security clearances for the Boeing team will be completed by CBP in a minimum of 35 days the start of a task order.

14. Boeing will work with CBP to identify suitable sites for contractor construction/office trailers such that access to electrical, water and sewage hook-up is available.

B. The period of performance for this order is 13 October 2006 through 12 June 2007. The total Firm Fixed Price (FFP) for this Order is \$20,000,000.00.

C. Payments shall be made in accordance with the Milestone Payment Schedule Attachment (2). Vendor shall submit invoices to both the National Finance Center and to the COTR [REDACTED] at the SBI net PMO.

D. The contractor shall submit all report deliverables to the Government at the following address: Department of Homeland Security, U.S. Customs and Border Protection, SBI Program Management Office, Ronald Reagan Building, Suite 7.5C, 1300 Pennsylvania Ave. NW, Washington, DC 20225.

(b) (6)

The Boeing Company

Date

10/20/06

OPTIONAL FORM 347 (REV. 3/2005)

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1006J13776**

SCHEDULE OF SUPPLIES/SERVICES

Item Number:	00010	Line Item (Priced/Information/Option): P		
Supplies/Services:	Offeror's Proposed Task			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	\$20,000,000.0000	\$20,000,000.0000
Total Funded Contract Value:				<u>\$20,000,000.00</u>

corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the task order price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this task order) at no increase in the task order price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 30 days to amend the task order to permit acceptance of the affected supplies in accordance with the revised requirement, and an equitable reduction in the task order price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this task order.

(7) Any supplies or parts thereof corrected or furnished in replacement shall also be subject to the conditions of this clause to the same extent as supplies initially accepted. The warranty, with respect to these supplies, parts, shall be the balance of warranty as set forth in paragraph (b)(1) of this clause (excluding any out of service time), and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) The Contractor shall be liable for transportation of warranted items. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this task order.

(c) Remedies available to the Government. (1) The rights and remedies of the Government provided in this clause--
 (i) Shall not be affected in any way by any terms or conditions of this task order concerning the conclusiveness of inspection and acceptance; and
 (ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this task order.

(2) Within 30 days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at (To Be Determined).

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this task order as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the task order price.

(5) (i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to--
 (A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;
 (B) Correct defects as directed under paragraph (b)(4) of this clause; or
 (C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise--

(i) Obtain detailed recommendations for corrective action and either--
 (A) Correct the supplies; or
 (B) Replace the supplies, and if the Contractor fails to furnish timely disposition

instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

- (ii) Obtain applicable data and reports; and
- (iii) Charge the Contractor for the costs incurred by the Government.

End of Clause

Attachment 1

Order No. HSBP1006J13776

Contract No. HSBP1006D01353

Secure Border Initiative (SBI)*net*

Offeror's Proposed Task

Performance Work Statement (PWS)

Table of Contents

1	Introduction.....	1
2	Scope	1
3	Work to be Performed	1
3.a	Program Management	1
3.a.1	Business Management	2
3.a.2	Supplier Management and Procurement	2
3.a.3	Risk Management.....	2
3.b	System Engineering.....	3
3.c	Design and Development of Primary Mission Product.....	3
3.d	Performance Standards	4
4	Contract Deliverables	8
4.a	Deliverables List and Schedule.....	8
4.b	Acceptance Criteria.....	9

The Boeing Company Secure Border Initiative (SBI)*net*
Offeror's Proposed Task
Performance Work Statement (PWS)

1 Introduction

Achieving operational control of the border of the United States of America (USA) is one of the key mission objectives of the Department of Homeland Security (DHS). Managing, securing, and controlling the border requires determining the optimum mix of personnel, technology, infrastructure, and response platforms to achieve maximum tactical and strategic advantage in each unique border environment, that will significantly reduce the probability of illegal entries and successful cross-border violations into the USA and maintain control of the border. A systematic approach will deploy and integrate systems and services in stages, allowing each stage to build on the success of earlier stages.

The Boeing Company (Boeing) has selected the Tucson Border Station Area of Responsibility (Tucson Station AOR) as its SBI*net* Offeror's Proposed Task (OPT). The OPT provides mobile, long-range sensors, communications, command and control equipment, and a Common Operating Picture for measurable improvements in border control in the Tucson Station AOR.

2 Scope

This Performance Work Statement (PWS) applies a solution that includes the equipment and services necessary to achieve operational control a minimum of 28 miles of border in the Tucson Station AOR. The PWS includes mobile communications, sensors, command and control equipment, transportation vehicles, and Information Technology (IT) infrastructure as well as the management and integration of these products into an integrated system.

The scope of the OPT is all of the resources, skills, and authority necessary to achieve the mission objectives working side-by-side with our Customs and Border Protection (CBP) customer and partner in implementing the project on-site. This includes the Project Management Office, on-site coordination and administrative support, implementation and maintenance of a Safety and Security Plan that addresses the security of all personnel and equipment at the site, and the deployment of all system components and their integration.

3 Work to be Performed

3.a Program Management

Boeing shall maintain a OPT Project Management Office at a mutually agreed upon location and provide key OPT staff. Boeing shall ensure that the on-site Project Management Office has the necessary resources, skills, and authority to manage the OPT at the site level.

Weekly Project management meetings shall be held at Boeing's on-site premises, or other location as mutually agreed between Boeing and the Contracting Officer (CO) and/or the Contracting Officer's Technical Representative (COTR).

Boeing shall provide on-site coordination and administrative support to execute the OPT ensuring agreed metrics underpinning OPT performance are accurate and current and available to the local CBP representatives and the CO.

For meetings and reviews Boeing shall take notes, record and track action items and issues. At the close of the meeting or review, Boeing and the senior Government representative present shall agree upon action items and issues. Boeing shall provide either electronic copies or online access within a common Government/Contractor database within 24 hours of the meeting. All action items are to be approved by the Contractor's Project Manager and the Government's Contracting Officer's Technical Representative or his designee.

Boeing shall ensure that OPT performance is rolled-up into the monthly program management reviews for the overall *SBI*net deployment.

Boeing shall ensure that it has all the necessary access, permits, and licenses in place to deliver the capability defined in the OPT.

Boeing shall provide, implement, and maintain a Safety and Security Plan for the OPT that addresses the security of personnel and equipment at the site.

Boeing shall provide the following deliverables in accordance with the Contract Data Requirements List (CDRL) list in Figure 4.a.3:

- B001 Project Management Plan (Update)
- B012 Project Schedule
- B019A Weekly Reports
- B019B Monthly Reports
- B019C Quarterly Reports
- B020 Meeting Minutes
- B009 Risk-Tracking Documents
- B036 Final Implementation Plan
- B018 Invoice Submissions
- B004 Quality Assurance Surveillance Plan
- B023 Safety and Security Plan

3.a.1 Business Management

Boeing shall provide detailed OPT-level integrated plans, schedules, budgets and performance information (based on QASP metrics and tailored EVMS) and report schedule variances to the *SBI*net Program Management Office (PMO). The Boeing OPT Business Management representative shall report OPT information utilizing reports derived from Boeing's Program Information Management System (PIMS) and tailored EVMS as part of contract-level Business Team meetings. The results of these meetings shall be reviewed by the *SBI*net PMO and Boeing, and reported as part of the contract-level Monthly Program Reviews.

3.a.2 Supplier Management and Procurement

Boeing shall provide direction for suppliers working on-site. Boeing shall monitor, control, and report the plans, schedules, budgets, and variances associated with suppliers working on the OPT in support of contract-level performance reviews. Boeing shall report on supplier performance and achievements against the relevant OPT QASP metrics.

3.a.3 Risk Management

Boeing shall implement proactive risk management on the OPT in accordance with an approved contract-level Risk Management Plan (RMP), tailored to the *SBI*net program

objectives. Boeing shall ensure that OPT risks are actively managed by the OPT Project Management Office and also reviewed at the contract-level Risk Management Board for overall *SBI net* impacts and lessons learned. Boeing shall link the OPT risks into the contract-level risk database to provide CBP with both a standalone OPT risk assessment as well as an overall *SBI net* risk assessment. Boeing shall provide an overview of the management of OPT risks, issues, and opportunities at each Monthly Program Review and include them as part of the monthly Program Report.

3.b System Engineering

Boeing shall provide the resources and skills necessary to undertake the detailed design, implementation, verification, and testing of the capability defined in the OPT. Boeing shall use modeling and simulation capabilities to determine optimum sensor locations and obtain CBP approval of final locations. Boeing shall ensure that its detailed design is aligned with the overall *SBI net* system-of-systems architecture model. Boeing shall ensure that system acceptance testing is conducted prior to IOC in accordance with the System Acceptance Testing Plan. The contractor shall develop and deliver a Concept of Operations document for the system that is delivered in response to this PWS under CDRL A029. Thus, Boeing shall ensure that the capability that is deployed to achieve operational control is in accordance with the Concept of Operations.

Boeing shall maintain configuration identification, configuration/change control, configuration status accounting, configuration audits of hardware and software deliverables for the OPT, and enter this data into its *SBI net* database.

Boeing shall train CBP personnel and support staff on the systems deployed in the OPT in accordance with the contract-level Training Plan.

Boeing shall provide the following deliverables in accordance with the CDRL in Figure 4.a.3:

- B040 Test and Evaluation Plan
- B029 Design Plan
- B031 Communications Design Plan
- B032 Sensor Design Plan
- B035 Infrastructure Design Plan
- B033 Mobile Platform Design Plan
- B028 Concept of Operations
- B029 Final Design Plan
- B025 PDR Briefing Package
- B026 CDR Briefing Package
- B043 Operational Test and Evaluation (OT&E) Plan

3.c Design and Development of Primary Mission Product

Boeing shall work with the CBP in achieving operational control of a minimum of 28 miles of border by performing the following:

- Provide mobile towers that contain radar and Electro-Optical/Infrared (EO/IR) sensors, satellite communication equipment, and High Speed Wireless.
- Provide Common Operating Picture (COP) that communicates comprehensive situational awareness (Functionality of final COP less iJET, IJIS, CopLink and DeterCast).

- ❑ Supply Mobile C3 Units that provide command, control, and communication capability to implement the COP.
- ❑ Provide small hand-held satellite phones that will be able to communicate throughout the Tucson Sector,.
- ❑ Retrofit fifty agent vehicles with rugged, secure-mounted laptop computers and communications capabilities to enable display of COP information to agents in the field, provide GPS data back to the C³ units and the COP
- ❑ Provide Rapid Response Transports (RRT), outfitted with C² systems to receive the COP from C³ units at border stations, to move detainees.
- ❑ Provide Unattended Ground Sensor systems enabled with communication interfaces for transmission of sensor data via satellite communication means.
- ❑ Perform communication system check to assure link between mobile towers and mobile C³ units in accordance with test plan.
- ❑ Integrate existing sensors into the COP where technically compatible interfaces exist and where waivers for system connectivity can be obtained from the CBP SSO.
- ❑ Perform System Acceptance tests as defined in the Acceptance Plan and per the schedule defined in Figure 4.a-2.
- ❑ Provide instruction on the use of the equipment and systems delineated above.
- ❑ Provide warranty support for one year after government acceptance of product deliverable. Boeing shall provide CBP with a transition plan for the support and maintenance of the system as required.

Boeing shall provide the following deliverables in accordance with the CDRL in Figure 4.a.3:

- B034 Integration Design Plan
- B042 Test Reports
- B037 Bill of Materials
- B046 Operating Manuals, Warranties, Test Results, and Registrations
- B049 As-Built Documentation
- B044 Operator Report
- B045 OT&E Report

3.d Performance Standards

Contractor shall perform to the standards identified in Figure 3. e-1, Performance Standards, with a goal to achieve such performance levels. These performance results will be the baseline system performance for future task orders. Contractor shall also provide performance measurement and reporting for the SBI *net* program pursuant to the Quality Assurance Surveillance Plan (QASP) documented in Appendix A. Contractor shall obtain approval of the QASP pursuant to the CDRL and use it to implement the performance measurement and reporting under the OPT.

Requirement (Objective)	Performance Objective	Performance Standard and AQL
Operational Control of both northern and southern borders within year four of the contract	Design and implement a system that provides the Detection, Identification, and Classification capability required to control the border	A (b) (7)(E) (b) (7)(E)
	Design and deploy the system within 8 months	Complete the OPT not later than the schedule included in this PWS
	Demonstrate progress in completion of key deployment and integration activities	(b) (4)
Detect: 100% coverage of the land border with detection architecture, detect illegal entries	Design and deploy system that provides detection coverage over (b) (7)(E)	CBP is able to detect (b) (7)(E) of all border entries
Identify: Meet goal to identify the detected entry	Design and deploy system that enables CBP to identify detected entries	(b) (7)(E)
Classify: Meet goal to Classify entries by threat and urgency of response	Design and deploy system that assists CBP to classify identified illegal crossers	The actual percent of identifications accurately classified will be per mutual agreement

Figure 3.e-1. Performance Standards

Requirement (Objective)	Performance Objective	Performance Standard and AQL
<p>Respond and Resolution Performance: Apprehend all illegal crossers detected, accurately identify and determine disposition of detainees</p>	<p>Design and deploy system that enables CBP to apprehend illegal crossers</p>	<p>(b) (7)(E) apprehension of identified intruders is the goal. Performance standards will be determined following analysis of intruder behavior and number of agents available</p>
<p>Common Operating Picture (COP): Provide a clear COP, within a command center and CBP Agent environments, which provides commonality within DHS components, and interoperability with stakeholders who are external to DHS</p>	<p>Provide a COP, in CBP User vehicles, that provides the Agent with accurate knowledge of both assets and intruders locations</p>	<p>(b) (7)(E)</p>
	<p>Provide accurate location of intruders</p>	<p>(b) (7)(E) average location accuracy of intruders displayed on the COP per update cycle</p>
	<p>Provide accurate location of CBP assets</p>	<p>(b) (7)(E) average location accuracy of CBP assets displayed on the COP per update cycle</p>
	<p>Provide timely Information and Display data for the COP. The COP system is to have sufficient response to enable sensor operation for tracking intrusions at the mobile C3 facility.</p>	<p>Blue force tracking (b) (7)(E) intruder or target tracking; (b) (7)(E) - handoff of sensor from Mobile C3 control to vehicle remote control (b) (7)(E) switching control from sensor to sensor at Mobile C3 (b) (7)(E) and delay in sensor control at Mobile C3 (b) (7)(E)</p>
	<p>Provide COP at Tucson Station that provides accurate knowledge of both assets and intruder locations</p>	<p>(b) (7)(E) of assets and intruders in the Tucson Station area of Project 28 coverage area displayed on the COP</p>
<p>Communications: Provide communication coverage between OBP Agents, OBP</p>	<p>Design and deploy a communications system that enables OBP agents to communicate with each other, OBP Border Stations, OBP</p>	<p>OBP Agents are able to communicate (b) (7)(E) of the time within the Project 28 deployment area</p>

Requirement (Objective)	Performance Objective	Performance Standard and AQL
Border Stations, OBP Sectors and other law enforcement personnel	Sectors and other law enforcement personnel.	

Figure 3.e-1 Performance Standards (Continued)

Requirement (Objective)	Performance Objective	Performance Standard and AQL
Partnership: Develop a collaborative partnership which reflects an open, collaborative customer relationship to achieve program objectives	Provide accurate and up-to-date program status and metrics to CBP	Availability of Key Metrics via OSS is (b) (7)(E)
	Develop open, collaborative partnership through sharing of data and prompt response to CBP questions and requests for data	Excellent program performance assessment on customer satisfaction survey
Safety & Security of Data, Equipment, Personnel, and Infrastructure: Provide assurance of system and personnel safety and security	Implement and maintain a comprehensive safety program	No OSHA reportable violations resulting from Contractor action or inaction affecting CBP Personnel, National Guard, and the General Public
	Provide security of information systems	(b) (7)(E) (b) (7)(E)
	Protect and accurately account for Government property	(b) (7)(E)
Agency Coordination/ Cooperation: Provide capabilities to allow for increased internal and external agency coordination, cooperation, Information-sharing as well as expanded electronic data links	Enable sharing of data and information to external agencies as required	COP and other SBInet data is available to agreed upon partner agencies

Figure 3.e-1. Performance Standards (Continued)

4 Contract Deliverables

4.a Deliverables List and Schedule

Boeing shall deliver the hardware (including related software), training, and support specified in Figure 4.a-1, in accordance with the schedule Integrated Master Schedule (IMS).. A list of Contract Data Requirements is shown in Figure 4.a-3. The CO and/or CO TR shall have half the time period, or as mutually agreed upon, between submittal due dates of a CDRL for their review and comments to be provided to the contractor for further incorporation into the next

CDRL revision. As an example, CDRL B001, Project Management Plan, after the initial submittal (30 DARO), the CO and/or COTR shall provide their comments within fifteen days of initial CDRL submittal for incorporation into the subsequent submittal due 60 DARO. If such review and comments are not provided in the allotted time the next submission date will be extended by an equivalent amount of time.

4.b Acceptance Criteria

All deliverables are subject to review and acceptance by the CO or COTR. The acceptance criteria for OPT product deliverables will be per the Acceptance Plan CDRL, as reviewed and approved by the CO or COTR. Acceptance testing shall be performed in accordance with the Acceptance Plan CDRL.

Deliverable	Qty
Mobile Sensor Towers Consisting of:	(b) (7)(E)
Radar	
EO/IR Imaging System	
Mobile Tower Assembly	
Tower Defense	
Diesel Power Generator	
VSAT Satellite terminal	
High Speed Wireless Access Point (Base Station Transceiver)	
Upgrade Existing Agent Vehicle Consisting of:	(b) (7)(E)
Rugged, Secure Mounted, Police-Style Laptop	
SATCOM (Roof-Mounted Antenna and Modem for PC)	
High Speed Wireless Access Point	
Vehicle Hands Free Cradle for Satellite Phone	
Rapid Response Transport Consisting of:	(b) (7)(E)
Vehicle With 12-Person Capacity	
Rugged, Secure Mounted, Police-Style Laptop	
SATCOM (Roof-Mounted Antenna and Modem for PC)	
Vehicle Hands-Free Cradle for Satellite Phone	
Agent Equipment Consisting of:	(b) (7)(E)
Small Handheld Satellite Phone	
Unattended Ground Sensors Consisting of:	(b) (7)(E)
UGS and Controllers	
Mobile C³ Units Consisting of:	(b) (7)(E)
Vehicle and Power Generator	
VHF Radio Repeater	
VSAT Satellite Hub for sensor Data (High Data Rate)	
Workstations	
SATCOM (Roof-Mounted Antenna and Modem for PC)	
Vehicle Hands Free Cradle for Satellite Phone	

Figure 4.a-1. Product Deliverables List

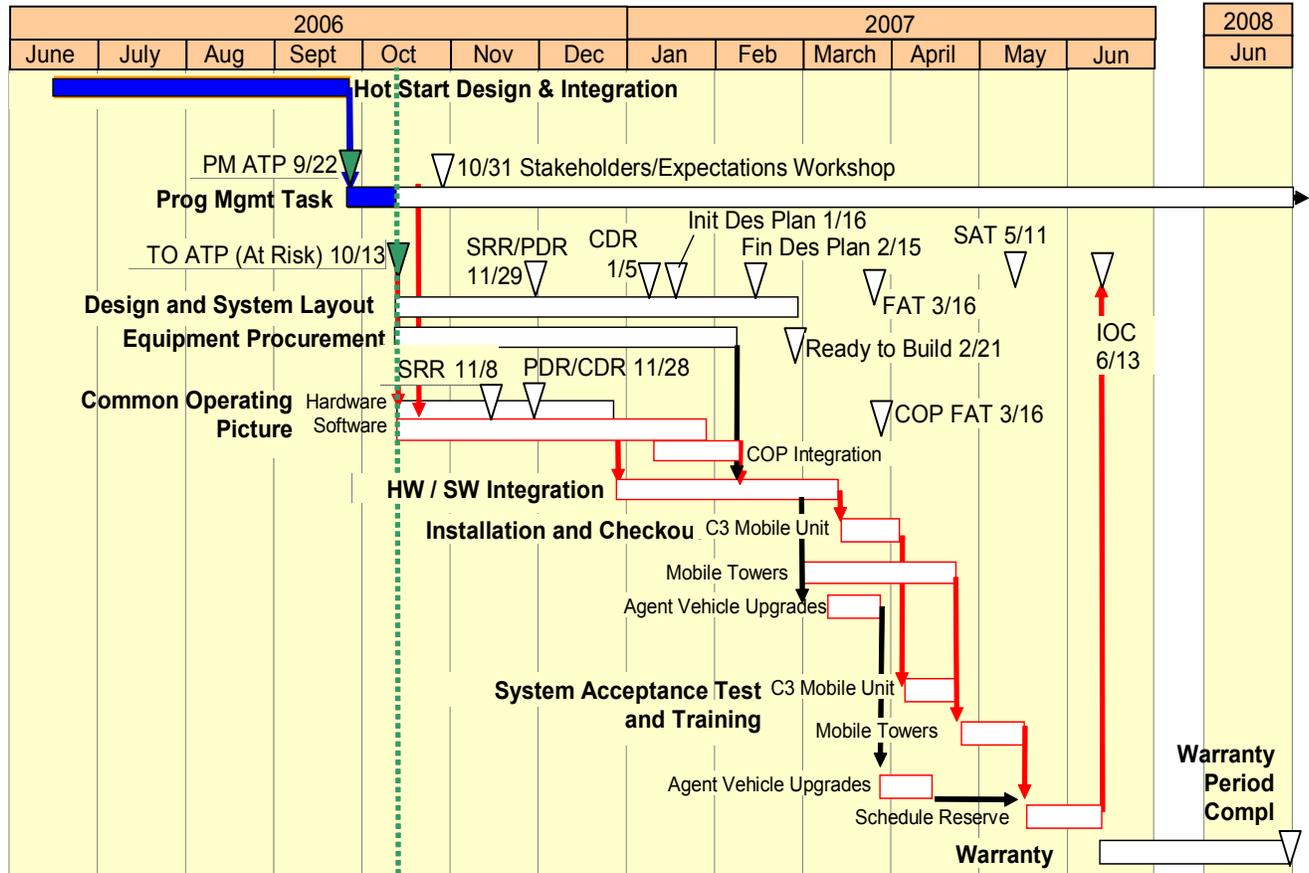


Figure 4a-2. Tucson Border Station AOR Master Schedule

ID No.	Deliverable Name	Frequency of Delivery	
		Initial	Subsequent
B001	Project Management Plan (Update) (3.a)	30 DARO	60 DARO
B012	Project Schedule (3.a)	30 DARO	Monthly
B040	Test and Evaluation Plan (3.b)	4 months	6 months
B041	Acceptance Plan (4.b)	PDR +30 days	As Req'd
B029	Design Plan (3.b)	1/16/07	N/A
B031	Communications Design (3.b)	1/16/07	2/15/07
B032	Sensor Design Plan (3.b)	1/16/07	2/15/07
B035	Infrastructure Design Plan (3.b)	1/16/07	2/15/07
B033	Mobile Platform Design Plan (3.b)	1/16/07	2/15/07
B028	Concept of Operations (3.b)	12/14/06	2/15/07
B034	Integration Design Plan (3.c)	1/16/07	2/15/07
B019A	Weekly Reports (3.a)	30 DARO	Weekly
B019B	Monthly Reports (3.a)	30 DARO	Monthly
B019C	Quarterly Reports (3.a)	90 DARO	Quarterly
B020	Meeting Minutes (3.a)	As Req'd	As Req'd
B009	Risk-Tracking Documents (3.a)	30 DARO	Monthly
B042	Test Reports (3.c)	As Req'd	As Req'd
B037	Bill of Materials (3.c)	1/16/07	Semi-Monthly
B029	Final Design Plan (3.b)	2/15/07	3/01/07
B036	Final Implementation Plan (3.a)	1/16/07	2/15/07
B046a	Operating Manuals, Warranties, Test Results, and Registrations (3.c) related to System	Factory Acceptance Test (FAT)	System Acceptance Test (SAT)
B046b	Operating Manuals, Warranties, Test Results, and Registrations (3.c) related to COP	Factory Acceptance Test (FAT)	System Acceptance Test (SAT)
B018	Invoice Submissions (3.a)	30 DARO	Semi-Monthly
B048	Training Materials (3.b)	3/14/07	Update as req'd
B049	As-Built Documentation (3.c)	30 Days after Sys. Accept.	As Req'd
B025	PDR Briefing Package (3.b)	As Req'd	As Req'd
B026	CDR Briefing Package (3.b)	As Req'd	As Req'd
B043	Operational Test and Evaluation (OT&E) Plan (3.b)	4 MARO	6 MARO
B044	Operator Report (3.c)	N/A	IOC
B045	OT&E Report (3.c)	As Req'd	As Req'd
B004	Quality Assurance Surveillance Plan (3.a)	30 DARO	As Req'd
B023	Safety and Security Assessment Plan	45 DARO	As Req'd
B041	Integrated System Acceptance Test Plan	2/15/07	As Req'd
B022	IT Security Plan	45 DARO	120 DARO

Figure 4.a-3. Contract Data Requirements List (CDRL)

Appendix A
Quality Assurance Surveillance Plan

Appendix A Quality Assurance Surveillance Plan

SBI ^{net} Statement Of Objectives (SOO)	WBS per SOO	SOO Measure	Supporting Metrics	Standard	Accept Quality	Monitor/ Report Method	Measure Freq
Functional Development and Implementation of Detect, COP, Identify, Classify, Respond and Resolution, Communication Govt Standards and Constraints	1.2.2	Functional/Acceptance Test Plan /Review /Report	% Functional Test Development	(b) (7)(E)	(b) (7)(E)	Reported in PM Status deck	Per IMS
	1.2.2	Requirements Stability	% of requirements changes to total			Reported in PM Status deck	Per IMS
	1.2.9	Integration Progress	% Integrate progress (Plan vs. actual)			Reported in PM Status deck	Per IMS
	1.2.9	Installation/Checkout Progress	% Install/Checkout (Plan vs. actual)			Reported in PM Status deck	Per IMS
	1.2.1.9	Regulatory Management Progress	% Regulatory Management Progress			Reported in PM Status deck	Per IMS
	1.3.6	Training Progress	% Training Progress (Plan vs. Actual)			Reported in PM Status deck	Per IMS

SBI net Statement Of Objectives (SOO)	WBS per SOO	SOO Measure	Supporting Metrics	Standard	Accept Quality	Monitor/ Report Method	Measure Freq		
Partnership:	All WBS Tasks	Boeing Standard Program Management Status Deck	Technical and/or Support Performance per Boeing Standard Program Management Reporting Template	(b) (7)(E)	(b) (7)(E)	PM Reviews	per IMS		
		Deliverable (planned vs. actual) On time performance of OPT, delivered per IMS				TO Delivery Acceptance	Per IMS		
"HUBZone Small, Small Disadvantaged, Service Disabled Veteran Owned Small Business, Veteran Owned Small Business, and Women-owned Business Subcontracting		Subcontractor socio/economic mixture The data is collected at the overall IDIQ Contract level and reported in the PM Task Order.	NR			(b) (7)(E)	(b) (7)(E)	NR	NR
		Subcontractor proposal bid accuracy The data is collected at the overall IDIQ Contract level and reported in the PM Task Order.	NR					NR	NR

SBlnet Statement Of Objectives (SOO)	WBS per SOO	SOO Measure	Supporting Metrics	Standard	Accept Quality	Monitor/ Report Method	Measure Freq		
Subcontracting Data:		Program-level support of Mentor-Protégé program The data is collected at the overall IDIQ Contract level and reported in the PM Task Order.	NR	(b) (7)(E)	(b) (7)(E)	NR	NR		
Audits and Oversight			Ind. Reviews/Internal Audits					PM Reviews	per IMS
Schedule/Cost	All WBS Tasks	Boeing Standard Program Management Status Deck	Cost Performance Index (CPI) Schedule Performance Index (SPI)					EVMS Reporting EVMS Reporting	Monthly Monthly

SBI <i>net</i> Statement Of Objectives (SOO)	WBS Tasks Supporting SOO	SOO Measure	Supporting Metrics	FOC Standard (8 Months)	Accept Quality	Monitor/ Report Method	Measure Freq
Operational control of both northern and southern borders within year four of the contract	Supported by all Task Orders	Miles controlled: Border where resources are at a level that incursions are deterred or detected at the border	Miles of Border Controlled	(b) (7)(E)	(b) (7)(E)	Performance Measurement System	Per CBP

SBI <i>net</i> Statement Of Objectives (SOO)	WBS Tasks Supporting SOO	SOO Measure	Supporting Metrics	FOC Standard (8 Months)	Accept	Monitor/ Report Method	Measure Freq
Optimal Mix of Personnel, Processes, Technology: Acquire a SoS with optimal mix of personnel, infrastructure, processes, and technologies to support SBI <i>net</i> goals while providing highest level of service consistent with cost effectiveness	Supported by all TO WBS	Operational Personnel, Processes, Technology Mix: Meet target for mix of current and next-generation technology	Percentage of illegal entries detected and apprehended	(b) (7)(E)	(b) (7)(E)	Performance Measurement System	Near Real Time
			SBI <i>net</i> system Availability and Reliability			Performance Measurement System	Per CBP
			Agent time available for patrol increase			Performance Measurement System	Per Audit Test Plan
Detect: 100% coverage of the land border with detection architecture, detect illegal entries	1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.7, 1.2.8, 1.2.9, 1.3		Probability of detection of border entries				

SBI <i>net</i> Statement Of Objectives (SOO)	WBS Tasks Supporting SOO	SOO Measure	Supporting Metrics	FOC Standard (8)	Accept Quality	Monitor/ Report Method	Measure Freq
Identify: Meet goal to identify the detected entry	1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.7, 1.2.8, 1.2.9, 1.3		Percent of detections correctly identified	(b) (7)(E)	(b) (7)(E)	Performance Measurement System	Per Audit Test Plan
			Percent of false positives			Field Testing and Perf. Meas. System	Per Audit Test Plan
Classify: Meet goal to Classify entries by threat and urgency of response	1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.7, 1.2.8, 1.2.9, 1.3		Percent of identifications accurately classified				

SBI <i>net</i> Statement Of Objectives (SOO)	WBS Tasks Supporting SOO	SOO Measure	Supporting Metrics	FOC Standard (8 Months)	Accept Quality	Monitor/ Report Method	Measure Freq
Respond and Resolution Performance: Apprehend all illegal crossers detected, accurately identify and disposition detainees for voluntary return, detention, or prosecution ("Classification")	1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.7, 1.2.8, 1.2.9, 1.3		Percent success rate for apprehension of identified intruders	(b) (7)(E)	(b) (7)(E)	Performance Measurement System	Near Real Time
			Percent successful decision on appropriate law enforcement response			Performance Measurement System	Per Audit Test Plan
			Transport arrives at designated pickup point at requested time			Performance Measurement System	Near Real Time

SBI <i>net</i> Statement Of Objectives (SOO)	WBS Tasks Supporting SOO	SOO Measure	Supporting Metrics	FOC Standard (8 Months)	Accept	Monitor/ Report Method	Measure Freq
Common Operating Picture (COP): Provide a clear COP, within a command center and CBP Agent environments, which provides commonality within DHS components, and interoperability with stakeholders who are external to DHS	1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.7, 1.2.8, 1.2.9, 1.3		Percent of assets and intruders within 15 miles of the CBP Agent displayed on the COP.	(b) (7)(E)	(b) (7)(E)	Field Testing and Perf. Meas. System	Per Audit Test Plan
			Position location accuracy of intruders displayed on the COP			Field Testing and Perf. Meas. System	Per Audit Test Plan
			Position location accuracy of CBP assets displayed on the COP			Field Testing and Perf. Meas. System	Per Audit Test Plan
			Percent of assets and intruders in the station area of responsibility displayed on the COP			Field Testing and Perf. Meas. System	Per Audit Test Plan
Communications: Provide I communication coverage between	1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.7, 1.2.8, 1.2.9,		Percent communication coverage available within			Field Testing and Perf. Meas. System	Per Audit Test Plan

SBI <i>net</i> Statement Of Objectives (SOO)	WBS Tasks Supporting SOO	SOO Measure	Supporting Metrics	FOC Standard (8 Months)	Accept Quality	Monitor/ Report Method	Measure Freq
OBP Agents, OBP Border Stations, OBP Sectors, and other law enforcement personnel	1.3		the deployment area	(b) (7)(E)(b) (7)(E)		System	
Continuous Improvement: Prove gains in performance reliability, and reduction in total operating cost over life of the program	Supported by all TO WBS		Percent improvement in SBI <i>net</i> performance objectives			Field Testing and Perf. Meas. System	Per Audit Test Plan
			Percent improvement in total operating costs			Program Management	Quarterly

SBI <i>net</i> Statement Of Objectives (SOO)	WBS Tasks Supporting SOO	SOO Measure	Supporting Metrics	FOC Standard (8)	Accept Quality	Monitor/ Report Method	Measure Freq
Partnership: Develop a collaborative partnership which reflects an open, collaborative customer relationship to achieve program objectives via contract fee structure and a Performance Management Information System, which provides insightful, accurate, and timely program status and performance reporting of mission measures and metrics	Supported by all TO WBS		Percent of task orders with flowdown of incentives and disincentives to team members	(b) (7)(E)	(b) (7)(E)	Program Management	Periodic
			Availability of key metrics via OSS			Program Management	Weekly
			Customer performance Assessment Report survey results from independent 360-degree performance assessments			Independent Survey Report	Annual

SBI <i>net</i> Statement Of Objectives (SOO)	WBS Tasks Supporting SOO	SOO Measure	Supporting Metrics	FOC Standard (8 Months)	Accept Quality	Monitor/ Report Method	Measure Freq
Safety and Security of Data, Equipment, Personnel and Infrastructure: Provide assurance of system and personnel safety and security			Boeing team percent of lost-time injuries	(b) (7)(E)	(b) (7)(E)	Program Management	Monthly
			Dollar value of theft and damage of key assets			Program Management	Monthly
			Number of successful information system intrusions			Performance Measurement System	Near Real Time
			Government property inventory audit accuracy			Program Management	Monthly

SBI <i>net</i> Statement Of Objectives (SOO)	WBS Tasks Supporting SOO	SOO Measure	Supporting Metrics	FOC Standard (8 Months)	Accept	Monitor/ Report Method	Measure Freq
Agency Coordination/ cooperation: Provide capabilities to allow for increased internal and external agency coordination, cooperation, Information sharing as well as expanded electronic data links			Percent availability of COP, OSS and other SBI <i>net</i> data to CBP partner agencies after agreement	(b) (7)(E)	(b) (7)(E)	Performance Measurement System	Near Real Time
"HUBZone Small, Small Disadvantaged, Service Disabled Veteran Owned Small Business, Veteran Owned Small Business, and Women-owned Business Subcontracting Data:	The data is collected at the overall IDIQ Contract level and reported in the PM Task Order.		NR			NR	NR

Attachment 2

Order No. HSBP1006J13776

Contract No. HSBP1006D01353

Secure Border Initiative (SBI)*net*

Offeror's Proposed Task

Milestone Payment Plan

Milestone	Description	Date	Value	Cum
Conduct COP SRR	Start of the COP SRR	11/08/2006	(b) (4)	(b) (4)
Conduct SRR PDR	Identification and customer notification of LL items required	11/29/2006	(b) (4)	(b) (4)
Conduct COP PDR/CDR	Start of the COP PDR/CDR Meeting	11/29/2006	(b) (4)	(b) (4)
Conduct CDR	Start of CDR	1/5/2007	(b) (4)	(b) (4)
Submit Final Design Plans	Submittal of Final design plans for review	2/15/2007	(b) (4)	(b) (4)
Complete COP FAT	Completion of the COP FAT review	3/15/2007	(b) (4)	(b) (4)
Complete FAT	Completion of the FAT review	3/16/2007	(b) (4)	(b) (4)
Complete SAT	Completion of the SAT review	5/30/2007	(b) (4)	\$20,000,000
			\$20,000,000	