

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 12/07/2007	2. CONTRACT NO. (if any) HSBP1006D01353	6. SHIP TO:			
3. ORDER NO. HSBP1208J19571	4. REQUISITION/REFERENCE NO. 0020035124	a. NAME OF CONSIGNEE See Attached Delivery Schedule			
5. ISSUING OFFICE (Address correspondence to) Department of Homeland Security Customs & Border Protection SBI Acquisition Office - 7.2 A-B 1300 Pennsylvania Avenue NW Washington DC 20229		b. STREET ADDRESS			
		c. CITY	d. STATE	e. ZIP CODE	
		f. SHIP VIA			
7. TO:		8. TYPE OF ORDER			
a. NAME OF CONTRACTOR THE BOEING COMPANY		<input 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.			
b. COMPANY NAME		<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.			
c. STREET ADDRESS 1421 JEFFERSON DAVIS HWY D/B/A BOEING STE 200		10. REQUISITIONING OFFICE (b) (6) Integrated Logistics SBI-net Program Office			
d. CITY ARLINGTON	e. STATE VA	f. ZIP CODE 22202-3292		11. BUSINESS CLASSIFICATION (Check appropriate box(es))	
9. ACCOUNTING AND APPROPRIATION DATA CONTRACTOR TIN: 910425694		<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					
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 04/30/2008	
13. PLACE OF		16. DISCOUNT TERMS			
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 Acct (g)
00010	P28 CMLS Maintenance	1.00	AU	(b) (4)	(b) (4)	
00020	P28 CMLS Spares	1.00	AU			
00030	Fixed Fee (02173)	1.00	AU			
00040	Fixed Fee (03173)	1.00	AU			

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	
21. MAIL INVOICE TO:			
a. NAME DHS - Customs & Border Protection		National Finance Center	
b. STREET ADDRESS (or P.O. Box) P.O. Box 68908			
c. CITY Indianapolis	d. STATE IN	e. ZIP CODE 46268	
			17(h) TOT. (Cont. pages) \$0.00
			17(i) GRAND TOTAL \$8,019,994.00

22. UNITED STATES OF AMERICA	23. NAME (Typed) Mark Weinstein
BY (Signature) (b) (6)	TITLE: CONTRACTING/ORDERING OFFICER

DATE OF ORDER 12/07/2007	CONTRACT NO. (if any) HSBP1006D01353	ORDER NO. HSBP1208J19571	PAGE OF PAGES 2 OF 2
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Federal Tax Exempt ID: 72-0408780

NOTES:

This Task Order is for Contractor Maintenance and Logistics Support and shall be performed in accordance with the attached Statement of Work.

In addition, this Task Order incorporates FAR Clause 52.245-1 - Government Property (June 2007), with the same force and effect given in full text. The full text may be accessed electronically at this address: www.acqnet.gov.

The period of performance of this task order is December 7, 2007 through May 31, 2008 or award of the Integrated Logistics Task Order, whichever occurs first.

Statement of Work paragraphs 7.1 D, E, F, G, 7.2, 7.3, and 8.0 will be activated separately by the Government. The Government understands that these paragraphs were not priced in this proposal and are subject to a future bilateral modification.

Except as specified herein, this Task Order will incorporate all terms and conditions of the SBInet master contract HSBP1006D01353.

Accepted by Contractor:

Signature

Printed Name

Date

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1208J19571**

SCHEDULE OF SUPPLIES/SERVICES

Item Number:	00010	Line Item (Priced/Information/Option):	P	
Supplies/Services:	P28 CMLS Maintenance			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	(b) (4)
Item Number:	00020	Line Item (Priced/Information/Option):	P	
Supplies/Services:	P28 CMLS Spares			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	(b) (4)
Item Number:	00030	Line Item (Priced/Information/Option):	P	
Supplies/Services:	Fixed Fee (02173)			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	(b) (4)
Item Number:	00040	Line Item (Priced/Information/Option):	P	
Supplies/Services:	Fixed Fee (03173)			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	(b) (4)	(b) (4)
Total Funded Contract Value:				<u>\$8,019,994.00</u>

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00010 6100.2525USCSGLCS0900009000Z00002173SB03 SB3002525 Amount (b) (4)

Item: 00020 6100.2525USCSGLCS0900009000Z00002173SB03 SB3002525 Amount (b) (4)

Item: 00030 6100.2525USCSGLCS0900009000Z00002173SB03 SB3002525 Amount (b) (4)

Item: 00040 6100.2525USCSGLCS0900009000Z00003173SB03 SB3002525 Amount (b) (4)

DELIVERY SCHEDULE

Deliver To: Customs and Border Protection
Secure Border Initiative (SBI)net
1300 Pennsylvania Ave NW Rm 7.5
Ronald Reagan Federal Building
Washington DC 20229

Instructions: Item	Quantity	Delivery Date	Recipient	Unloading PT.
00010	1	05/31/2008		
00020	1	05/31/2008		
00030	1	05/31/2008		
00040	1	05/31/2008		

P-28 Contractor Maintenance and Logistics Support/National Integrated Logistics Support Planning

1. Scope

Contractor maintenance and logistics support (CMLS) for P-28 mobile assets is required through the transition period of replacing such assets with fixed assets, or in the event these assets are not replaced, for one year past the P-28 warranty period. Until that time, contractor logistics support is required to ensure the assets are available for operational and test use.

2. Contractor Maintenance and Logistics Support (CMLS)

Boeing shall provide CMLS services for P-28 hardware and software assets installed as the P-28 baseline and network configuration. Boeing shall maintain and support P-28 to meet the operational availability requirements defined in the government approved P-28 specification. Boeing shall provide a toll free phone number to government on-site personnel, accessible on a 24 hour a day, 7-day per week, 365 days per year basis to initiate system restoration, and to resolve any other technical issues regarding the P-28 system Call Center.

To effectively fulfill the requirements outlined herein, Boeing shall maintain close coordination with government on-site personnel to minimize interference with operations. Boeing shall obtain government approval prior to conducting any scheduled maintenance action, and shall coordinate with the government corrective maintenance actions. The government shall provide the names and telephone numbers of government site representatives for coordination of maintenance actions. Likewise, Boeing shall provide the government with the names and telephone numbers of contractor site representatives for coordination of maintenance and asset management activities.

2.1 Organizational Maintenance

Boeing shall provide all site level maintenance for all hardware, software and all network provided capabilities. This includes operator preventive and corrective maintenance, removal and replacement of faulty line replaceable units (LRUs) required to sustain the operational availability of the P-28 system as stated in the P-28 SOO, QASP, Appendix A, Optimal Mix of Personnel, Processes, Technology. Boeing shall also be responsible for fueling and servicing of the P-28 site power generation equipment.

Boeing shall maintain sufficient spares and support equipment, as specified in paragraph 2.4 below, and shall provide trained maintenance technicians to meet operational availability requirements of the P-28 system as stated in the P-28 SOO, QASP, Appendix A, Optimal Mix of Personnel, Processes, Technology.

Boeing shall provide maintenance services and supply support for all computer workstations, including related hardware and software, installed at each P-28 operational site. Subsequent to the approval of the COTR, Boeing shall replace failed hardware with replacements whose functionality is the same or better than that of a failed unit, and whose form, fit, and function are transparent to the P-28 configuration baseline (hardware and software). All parts substitutions shall be subject to approval from the appropriate configuration control boards in accordance with the SBInet CDMP.

Boeing shall provide for the provisioning of all required consumables for the P-28 system, including but not limited to: refueling and periodic maintenance of mobile tower surveillance system (MTSS) power systems, provisioning, maintenance and repair of mobile command centers, and power or battery replacement for Unattended Ground

sensors. In addition, Boeing shall provide for communications bandwidth leases and communications costs associated with P28 operations for up to two years or as ordered by the government.

2.2 Depot level Maintenance

Prior to returning assets to the OEM for repair or replacement, Boeing shall identify and implement processes and services for intermediate technical/test capability to determine asset operational condition. Boeing or their subcontractors shall perform all depot level maintenance necessary to support the P-28 System Configuration and operational availability parameters as stated in the P-28 SOO, QASP, Appendix A, Optimal Mix of Personnel, Processes, Technology.

Boeing shall provide complete depot-level supply support for the workstations and peripheral equipment. Depot level maintenance shall consist of disposal, reordering, repairing or pursuing vendor warranty on failed LRUs which were removed from the site. All hardware warranties for P-28 assets shall pass to the government. As ordered by the government, Boeing shall identify and implement a repair/return to supply program for all warranty items assets for which the government has title. Boeing shall identify all P-28 system component warranties and report status to the government on a monthly basis, this report is due on the first business day of every month following task order award. Contractor format is acceptable pending government approval.

CLINL00X: Warranties

CDRL L0004: Monthly Warranty Status Report

Boeing shall provide a monthly report for all deployed assets indicating:

- In service date

- Warranty expiration

- Warranty assets in repair

- Warranty coverage dates for replaced assets

2.3 Supply Support

Boeing shall ensure that adequate spare parts are on-hand both at all P-28 system sites as well as at Boeing depot to satisfy the operational needs of the system, as defined in the P-28 specification. In addition, Boeing shall identify, and provide to government site personnel, any required consumable items (for use by contractor maintenance or government personnel) at each site to support the operation of the P-28 equipment configuration.

2.4 Support Facilities

Boeing shall provide all support facilities required for storage of spare parts and repair/overhaul of P-28 hardware and software. If available, the government may elect to provide storage space on a case by case basis. The government shall not take responsibility for the security of contractor owned assets.

3. CMLS Monthly Activity Report

Boeing shall submit a CMLS monthly activity report (CDRL #L0001) that addresses all CMLS activities during the month. The monthly reporting period covers the calendar month (i.e. first through the last day of each month). The

report shall be submitted no later than the 15th of each month following the close of the reporting period. The first report shall cover the period from the first day of the CMLS phase to the end of the first full month of the CMLS phase and shall be submitted by the 15th day of the following month. The report shall include the following:

- a. All maintenance activity, both scheduled and unscheduled, involving the system hardware and software, and its components for each P-28 system operational site. Maintenance activities include system modifications/upgrades, on-equipment inspections, periodic/preventive maintenance, fault isolation, repair, removal, and replacement of failed LRUs or components, adjustments, and verification of system operation.
- b. A system level summary of maintenance activity. This summary shall also include:
 - 1) A statistical analysis of reliability and availability parameters and the logistics time and the time to repair for reported system discrepancies.
 - 2) Results of analysis of trends and proposed corrective actions.
 - 3) Recommendations for technical service bulletins
- c. Documentation of component discrepancies, errors, and failures.

For failures, the report shall include the following information:

- 1) Site,
- 2) Date, time and place of failure notification,
- 3) Description of malfunction,
- 4) Part number of failed LRU/software component,
- 5) Date and time of arrival,
- 6) List of repair parts required,
- 7) CBP person verifying repair,
- 8) Date and time of departure,
- 9) Total hours of system operation during reporting period, and
- 10) Total hours of system downtime during reporting period.

Boeing shall ensure that significant aspects of the CMLS Monthly Activity Report are reported at monthly *SBI*net Program Reviews.

4.0 Corrective Action Plan

In the event that reliability, maintainability, and availability (RMA) figures demonstrate that the P-28 system is not meeting the RMA requirements, Boeing shall provide a system RMA corrective action plan (CDRL #L0002) describing the system's problem(s), the cause of the problem(s), and the recommended corrective action(s) required to meet the RMA requirements. Contractor format is acceptable.

Boeing shall provide the government with a standard deck of metrics and reports (CDRL #L0003) associated with the performance of the call center and our inventory and asset management system. Boeing shall categorize all data by: Equipment, Service, Region, Sector, and Zone.

Call Center reports shall include, but not limited to:

- First Contact
- Resolution
- Call Resolution
- Time Call Receipt
- Time Total Calls, Offered Max Delay, Time Abandoned Call (%)
- Top Equipment Bad Actor Reports
- Multiple Ticket Calls, Warranty and Non-Warranty
- Ticket Aging Report
- Tickets Pushed to other Call Centers
- Summary Reports of Calls by Customer, Natural Disaster Monitoring and asset damage.

5.0 LRU Identification and Marking

Boeing shall use an approved CBP/DHS asset identification method (e.g. bar code/RFID), specifically, the GS-1 System (formerly the EAN.UCC System) for the purposes of product identification, configuration management, and inventory management to control and identify P-28 system configuration items and subordinate line replaceable units (LRU). The standard specifies the data element within Application Identifier (8004) the Global Individual Asset Identifier (GIAI) as the unique identifier. The preferred marking for the unique identifier is the GS1-128 barcode symbol using the GS1 function code 1 (FNC1) Syntax. Boeing shall be responsible for marking all P-28 system components, including LRU spares. All LRU components and LRU spares shall be marked with bar code symbols that are consistent with commercial product identification. LRU markings shall be sufficient to clearly and visually identify the LRU and the contents of an LRU package.

6.0 Asset Management, Assessment and Relocation

Boeing shall provide formal planning, processes and system support tools and resources to perform GFE assessments for assets provided by the government and legacy equipment requiring integration into the SBInet solution. GFE assessments shall include but are not limited to, technical integration requirements, Upgrade or Retrofit requirements and cost analyses, cannibalization/return to supply and disposal plans.

As ordered by the government, Boeing shall remove and or relocate candidate P-28 system assets (e.g., mobile towers) to optimize system/sector performance and/or other means of disposition.

6.1 Personal Property Management

The contractor shall ensure that all government owned assets are properly managed and controlled in accordance with CBP personal property policy and assign a specialist as the Local Property Officer (LPO). The contractor LPO will interact with the contracting officer's on site technical representative (COTR (name to be furnished by the government)) and local government property management personnel in receiving guidance with regard to policy, required inventories, and activities supporting financial statement audits. The contractor shall use a property management system software solution that captures requisite data identified in CBP personal property policy

CDRLs for P-28 CLMS

CDRL Number	CDRL Name	CDRL Contents
CDRL #L0001	CMLS Monthly Activity Report	Contents and format laid out in paragraph 3.0
CDRL #L0002	RMA Corrective Action Plan	Contents and format laid out in paragraph 4.0
CDRL #L0003	Call Center Metrics Report	Contents and format laid out in SOW text for Call Center.
CDRL #L0004	Warranty Status Report	Content and format laid out in paragraph 2.2

7.0 Contractor Services for System Engineering and Technical Support

7.1 Contractor Technical Support

The Contractor shall provide technical support services to assist the Government in accomplishing specific tasks required to plan, implement, maintain, and/or update the SBInet system sites. The Contractor shall provide qualified personnel for these services as necessary to complete the assigned task. Tasks include but are not limited to the following:

- a. Repair of SBInet sites; NOC; SOC; CBP operational and training facilities and equipment,
- b. Investigation of trouble reports,
- c. Reconfiguration of SBInet equipment necessary to meet a change in Government requirements (e.g. frequency reallocations for communications),
- d. Retrofit and field modifications,
- e. Conduct Mission Analyses, and provide mission support services, to determine the effectiveness of selected or combined SBInet systems/equipment at meeting the mission of the SBI/SBInet program,
- f. Develop Engineering Change Proposals to enhance SBI program/SBInet system capability in order to meet any requirements resulting from 7.1e above, and
- g. Other services over and above normal site hardware and software site/NOC/SOC/operational and training maintenance.

7.2 Acquire Assets to Effect Engineering Change Proposals

Acquire the necessary assets (hardware, software, and technical documentation) to support 7.1.c, 7.1.d, 7.1.e and 7.1.f above. Prior to acquiring any assets under this effort the Contractor will provide the Government with a complete listing, including cost, of all items to be acquired and receive written permission from the Government to acquire said assets. All assets acquire under this effort will, upon Government acceptance of the items, become the property of the Government.

7.3 Operational Test and Evaluation (OT&E)

Provide OT&E services at selected SBInet sites designated by the Government. OT&E services will include all labor, support equipment, and facilities to support OT&E at the designated site(s). Prior to commencement of OT&E services at a site designated by the Government the Contractor will provide a complete estimate of the support equipment, materiel, staff, and facilities needed to accomplish the effort, and receive written authorization from the Government for the acquisition/use of the requisite assets and use of labor.

8.0 SBInet Integrated Logistics Support Planning

The contractor shall perform national logistics planning in support of the SBInet program until award of the Integrated Logistics Support Task Order or expiration of this order, whichever occurs first. This ILS Planning includes all activities and processes necessary to support and maintain a SBInet Border control solution through the end of the solution's service life. Boeing shall provide all support facilities required for storage of spare parts and repair/overhaul of SBInet hardware and software.