

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
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2. AMENDMENT/MODIFICATION NO. P00019	3. EFF. DATE 11/06/2009	4. REQUISITION/PURCHASE REQ. NO. 0020036108	5. PROJECT NO. (If applicable)
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6. ISSUED BY Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW Room 7.2C Washington DC 20229	CODE 7014	7. ADMINISTERED BY (If other than Item 6) Dept of Homeland Security Customs and Border Protection SBI Acquisition Office Room 7.2C 1300 Pennsylvania Ave. NW Washington DC 20229	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) THE BOEING COMPANY DBA/ BOEING 1215 SOUTH CLARK ST STE 600 ARLINGTON VA 22202-3259	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. / HSBP1208J20165
CODE 807414318	10B. DATED (SEE ITEM 13) 11/02/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	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.
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to issuing office.

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

(b) (6) Contract Pricing	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judith A. Simpson Contracting Officer
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(b) (6)	15C. DATE SIGNED 11/2/09	(b) (6)	16C. DATE SIGNED 11/2/09
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NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

FORM 30 (REV. 10-83)
FAR (48 CFR) 53.243

In order to order optional CLINs under the task order and update the structure of the task order, the following changes are made:

1. CLINs 0004, 0006, 0007, 0008, 0008A, 0008B, 0009, and 0010 are deleted in their entirety and replaced with the following:

CLIN	Description	Option CLIN	Estimated Cost (NTE)	Fixed Fee
1001	ILS National Program Planning	CLIN 0006	(b) (4)	(b) (4)
(a)	Project Management and Planning/Supply Support/System Support Analysis/ Asset Management / Logistics Systems Engineering / IT Services			
(b)	Technical Documents/Publications	CLIN 0006		
(c)	Training	CLIN 0007		
1002	Spares, Consumables and other non-labor support	CLIN 0008	(b) (4)	(b) (4)
(a)	Software Licenses			
(b)	VSAT			
(c)	P28 Spares			
(d)	Misc Spares/Consumables (non-P28)			
(e)	Support Equipment			
(g)	ODC	CLIN 0006		
(h)	PHS&T			
(i)	Vehicle Services			
1003	Deployed Site Hardware/Software Maintenance	CLIN 0008, CLIN 0009, CLIN 0010	(b) (4)	(b) (4)
(a)	TUS-1			
(b)	AJO-1			
(c)	P-28			
(d)	Northern Border			
(e)	MSS			
(f)	ILS NOC Operations,			
(g)	NOC/SOC O&M Support	CLIN 0006		
1004	Primary Support Facility	CLIN 0007	(b) (4)	(b) (4)
1005	Travel		(b) (4)	N/A
			(b) (4)	(b) (4)
		TOTAL		\$26,386,425

The CLINs have been updated/revised in accordance with the Statement of Work (SOW). Column 2 in the table above shows how the new optional CLIN structure maps to the old optional CLIN structure.

2. The ILS Task Order has been updated to reflect a Cost-Plus Fixed Fee (CPFF) contract type.
3. The Statement of Work is tailored for this period of performance as follows:

ILS Tailored Statement of Work (SOW) for Year Two

Within the scope of the Integrated Logistics Support (ILS) Product Support Package (PSP) Task Order (TO) Statement of Work (SOW) the Contractor shall provide the following services in performance of the task order:

3.1 National Logistics Planning

The Contractor will provide:

- a. Program Management
- b. Site Assessments of five (5) new project lay downs, to include:
 - 1) Physical Site Assessment
 - 2) Maintenance Plan Updates
 - 3) Assistance in developing documentation for environmental approvals
- c. Participation in two (2) ILSMT meetings during the period of performance
- d. Monthly Program Management Reviews (PMR) and site inspections of the Tucson Project Support Facility and Maintenance Work being conducted in the Tus-1 and Ajo-1 Area of Operations – two days per month on site
- e. Monthly PMRs of MSS support
- f. Minutes for up to one (1) meeting per week
- g. RMA reporting
- h. FRACAS of systems being sustained by ILS under the PSP and ILS TO
- i. FRACAS of Systems prior to acceptance will be performed by the SE/SpE staff as part ILS TO PSP (up to 4 EP)
- j. Supply Chain and Asset Management including IT Support for automation of the AIT processes.
- k. The Contractor shall develop test scripts to support maintenance demos for the ADTO (Tus-1 and Ajo-1) SBIInet system. These test scripts shall be approved by Government prior to implementation/execution. ADTO (Tus-1 and Ajo-1) maintenance demonstration test shall be conducted in accordance with these test scripts prior to Government Acceptance of the ADTO (Tus-1 and Ajo-1) systems.
- l. The Contractor shall update the integrated SBIInet systems Maintenance Plan (e.g. ADTO; Northern Border; NOC/SOC Operations; MSS operations and Maintenance; AWS O&M; legacy systems that interface with or are part of the overall SBIInet solution (e.g. UGS; Comms; et al.) Updates to this plan shall be coordinated with other Maintenance entities participating in developing SBIInet Maintenance Solutions (e.g. DHS/CBP/OIT; FAALC; DHS/CBP/OTD; NAVAIR AIT St. Indigoes, Md., DHS/CBP Maintenance Planning IPT; or other entities as designated by the SBIInet PMO). This plan shall be an iterative document and shall evolve as the SBIInet program evolves. This document shall be the property of the United States Government and may form the basis for a DHS/CBP Integrated Maintenance Plan.
- m. The Contractor will provide up to 10 meeting minutes / month delivered (with attachments) in accordance with CDRL 001
- n. The Contractor shall provide monthly status reports in accordance with CDRL 0019.

3.2 Supply Support

The Contractor shall provide provisioning recommendations and updates, and supply support services as follows:

- a. Level of Repair Analysis
- b. Maintenance Task Analysis
- c. SMR Coding
- d. Mean Time Between Failure (MTBF) Data
- e. Physical and Functional Configuration Audits; including provisioning technical documentation
- f. Support of one (1) provisioning guidance conference and one (1) provisioning conference per SBInet project lay down for up to five (5) projects per period of performance
- g. Recommendations/revalidation on integrated or stand-alone sparing for depot; site; and I-level spares
- h. Property Management oversight for all SBInet task orders, including support of annual CBP's internal audit and support of DCMA/GAO oversight activities for all Government Property assigned to the Contractor.
- i. Use of standard Unique Identifiers (UIDs)/CBP asset tags in managing property,
- j. Warranty tracking and administration of hardware and software assets (systems and equipment) assigned to Contractor for maintenance and use.

3.3 Hardware Maintenance

The Contractor shall provide hardware and software maintenance service as follows:

3.3.1 Interim Contractor Maintenance and Logistics Support (CMLS) and 3.3.2 Contractor Depot Logistics Support (CDLS)

The Contractor will provide Interim Contractor Maintenance and Logistics Services (ICMLS) for the following systems and equipment:

- a. Tus-1 systems and equipment,
- b. Ajo-1 systems and equipment,
- c. Northern Border Buffalo and Detroit RVSS sites,
- d. Playas Systems Integration Lab,
- e. Mobile Surveillance Systems (MSS) deployed nationwide, to include but not limited to the following locations, (location and deployed quantities subject to change):
 - a. Tucson Sector
 - b. Yuma Sector
 - c. El Paso Sector
 - d. San Diego
 - e. Northern Border
 - i. Detroit
 - ii. Swanton
- f. Post-Site Acceptance Testing (SAT) (Phased) ICMLS for up to five new project lay-downs per period of performance.

The Contractor shall provide configuration baseline status services by maintaining a listing for each accepted site's configuration and ECP implementation status.

ICMLS Repairs shall include site and intermediate level maintenance 5 days a week from 7 am to 7 pm; on-call on weekends and holidays and 24x7x365 help desk services.

Section 3.3.3 and 3.3.4 The Contractor shall support 24x7x365 NOC operations and provide O&M software support for C3I systems and performed by C3I NOC personnel.

Section 3.3.3 Contractor Services for System Engineering and Technical Support and 3.3.4 System Status Monitoring and Support

The Contractor shall provide a Call Center/Helpdesk for reporting, and tracking the resolution of failures of SBInet system(s). The Call Center/Helpdesk shall be staffed for 24x7 operations and shall conform to and be certified and accredited for/by DHS/CBP/OIT operations and security requirements. The toll free number shall be provided by the government.

3.4 Support Facilities

The Contractor shall provide and maintain a SBInet Primary Support Facility (PSF) located in the Tucson, Arizona area with the following capabilities:

- a. Operator training of agents (two (2) classrooms); with parking for up to 24 students at a time
- b. Administrative support of ILS PSP activities
- c. Conference space for program reviews; provisioning (spares; consumables; test and support equipment; technical documentation) working groups and planning conferences; working groups; and technical interchange meetings,
- d. Storage of program assets assigned to the Contractor through ILS PSP task order for use,
- e. Staging of production capabilities located at the PSF
- f. Space for up to five (5) Government personnel assigned to the task order

3.5 Support Equipment

The Contractor shall provide the Government with support and test equipment recommendations for site and intermediate level maintenance of the following:

- 1) Tus-1
- 2) Ajo-1
- 3) Northern Border project (Buffalo; Detroit; Swanton)
- 4) MSSs (MSS-Ts; MSS-Ns; MSS-Is (MSS Improved))
- 5) Up to five new project lay-downs

3.6 Technical Documentation

The Contractor shall provide technical documentation support as follows:

The Contractor will assist the Government in developing an independent Government repository for all technical documentation acquired as part of the SBInet program in general and the SBInet ILS PSP TO specifically.

The Contractor will provide the Government with copies of ALL technical documentation acquired with COTS products and ALL technical documentation (electronic and hardcopy documentation) developed by the Contractor as part of the

SBIInet program. Electronic documentation developed by the Contractor will be provided to the Government in a media which will enable the Government to manipulate and manage the data to the extent allowed.

The Contractor and the Government will work jointly to develop a technical documentation identification, development, validation and verification, and delivery schedule (including delivery media).

The Contractor may develop a redundant technical data repository at a selected Boeing location.

The Contractor will work with Government personnel to identify data availability/requirements and the proposed source of such information.

3.6.1 Commercial Technical Manuals (TM)

The Contractor shall provide commercial manuals for all COTS and NDI equipment used in the SBIInet system and its assemblies, subassemblies, and LRUs. These manuals will be evaluated for adequacy of coverage of site-level operation, and maintenance tasks and supplements will be recommended, as required. Supplements will be negotiated on an as-required basis following Government concurrence on the need for each supplement.

Contractor Furnished Aeronautical Equipment/ Contractor Furnished Equipment (CFAE/CFE) notices are not required at this time (also see subparagraph 3.6.13).

3.6.2 SBIInet System Operator and Maintenance Manuals

The Contractor shall develop the SBIInet System O&M Manual to commercial standards in accordance with the SOW. This manual will describe the integration of all the NDI and COTS equipment into a single operational SBIInet system. Each configuration of the SBIInet system will be defined in the system level manual. Information contained in the COTS and NDI technical manuals will be referenced in the SBIInet system O&M technical manual.

3.6.3 SBIInet Field Installation Manuals

The Contractor shall provide the Government with all field installation documentation developed in conjunction with project lay-downs (e.g. site build books; site assessments; as-built drawings) and documentation relevant to site implementation (e.g. special use permits; rights of entry; environmental plans and documentation).

The Installation Procedures and Engineering Drawings developed as part of the ADTO will be provided as part of the technical documentation repository.

3.6.4 Depot Repair, Technical Data, Drawings, Information and Technical Manuals

Not required at this time.

3.6.5 Second-Tier maintenance Support Documentation

Not required at this time.

3.6.6 Technical Manual (TM) Guidance Conference

The Contractor shall conduct a Guidance Conference for each system deployment (e.g., Northern Border, MSS, Tus-1/Ajo-1) in accordance with the dates set forth in the Logistics Milestone Chart. The TM task manager will present the plan for development and submission of the newly developed manuals. Government requested changes will be incorporated. The TM task manager will be responsible for the preparation and distribution of the agenda and minutes of the TM guidance conference.

3.6.7 Technical Manual Management

The Contractor shall establish a management structure for the development, production and distribution of the technical documentation necessary to operate and maintain the SBlnet system and its support assets.

3.6.8 TM In-Process Reviews (IPRs)

The Contractor shall conduct a TM In-Process Review (IPR) when approximately 90 percent of the SBlnet system O&M and SBlnet system field installation TMs have been developed. Ninety percent draft TMs will be submitted 30 days prior to the IPRs. A sample of the digital files will be provided with the 90 percent draft TM submittal.

The Contractor shall conduct technical interchange meetings (TIM) as required by the Contractor or the government to support and status the development of technical documentation.

Status reviews will be conducted virtually using e-mail notification. Status reviews will be conducted iteratively as the O&M TMs are completed. Documentation requirements in paragraphs 3.6.3, 3.6.4 and 3.6.5 are not required at this time.

3.6.9 TM Validation

The Contractor shall validate newly developed TMs prior to Government verification. Validation can be accomplished by actual performance of operating or maintenance instructions, by witnessing or simulating them, or by comparison with source data, as determined on a case by case basis by mutual agreement between the Government and the Contractor.

The Contactor shall invite the Government at least 10 days prior to the validation to witness the validation. Validation Completion Reports will be prepared and submitted within 14 days after completion of the validation. Validated TMs will be submitted 30 days after Government comments CDRLs 009 and 0010.

3.6.10 TM Verification Support

No Clarifications were established for this paragraph.

3.6.11 TM Publication Review

The Contractor shall host a TM pre-publication review. Review comments will be dispositioned by the review team and incorporated into the final TMs in real time. Prepublication TMs will be submitted 30 days prior to prepublication review.

3.6.12 Final TMs

The Contractor shall deliver TM reproducible copies 45 days prior to the TM need date for reproduction or within 90 days of PCO direction for final TMs. The Contractor will deliver one set of digital files, in a media acceptable to and which can be manipulated and by the Government, with the final TMs in accordance with CDRLs 009 and 0010

3.6.13 CFAE/CFE Notices

CFAE/CFE notices are not required at this time (also see subparagraph 3.6.1).

3.6.14 Digital Files

No changes in accordance with the SOW.

3.7 Asset Management

The Contractor shall conduct asset management in accordance with Section 3.7 of the ILS PSP TO SOW.

The contractor shall provide the Contracting Officer's Technical Representative (COTR) a list of all accountable Government Property held under the IDIQ Contract on a monthly basis in accordance with CDRL 0018 and FAR 52.245-1 (April 1984). This list shall indentify CBP asset tag number, part number, cost, serial number, if applicable, location, date in service, quantity, serviceability.

3.8 Training

The Contractor shall assist in providing and/or provide training as follows:

3.8.1 Operator Training

The Contractor shall assist the Government in developing, conducting, updating and maintaining operator training materials on the SBInet systems being developed as part of the project lay-downs and support Office to Training Development fir six (6) weeks following Lead Trainer Training.

The Contractor shall provide a Training Environment System that can virtually reproduce expected real-world operational field environments as expected for each sector deployment [i.e. TUS1 Deployment]. The creation of this virtual environment will include the simulation of currently deployed SBInet sensors, the seamless interfacing of such virtually created sensors for both control and data purposes with the C3I COP, and the ability for a Training Instructor to control student training exercises.

The Contractor shall provide sufficient environment and sensor systems simulation to allow an agent using a C3I COP interfaced to the simulated environment to perform all necessary C3I COP functions.

3.8.2 Maintenance Training

The Contractor shall develop maintenance training and certification programs for ALL contractor personnel (direct hires and sub-contractors) assigned hardware and software maintenance of SBInet systems and equipment as part of the SBInet ILS PSP TO. The Contractor shall provide the Government copies of ALL maintenance training and certification programs (including any associated training technical documentation) used in the training of personnel assigned maintenance under this task order.

The Contractor may provide the Government with Contractor Subject Matter Experts (SME) staff and access to system/equipment/facility resources (e.g. Playas test facility or acceptable site as suggested by the Contractor and approved by the government) for a dedicated two (2) weeks in order to conduct Maintenance Task Analysis (MTA) of ADTO (Tus-1 and Ajo-1) systems by Government (or Government sponsored) subject matter experts. This effort may be performed within the first quarter of FY 2010. The Contractor shall make their SMEs available for up to 40 staff-hours per SME after completion of the Government MTA.

3.8.3 Depot Repair/Support Training

No depot level training will be conducted during this period of performance.

3.8.4 Second-Tier Maintenance Support Training

3.8.4.1 MSS Maintenance Training

The Contractor shall provide MSS preventative and corrective maintenance familiarization to selected Government personnel (up to 10 personnel; two times per quarter; 2 days).

3.8.4.2 ADTO Maintenance Training

The Contractor shall provide SBInet System (ADTO) preventative and corrective maintenance familiarization to selected Government personnel (up to 10 personnel; One times per quarter; 2 days).

3.8.4.3 Northern Border Maintenance Training

The Contractor shall provide SBInet System (Northern Border) preventative and corrective maintenance familiarization to selected Government personnel (up to 10 personnel; two times per year; 2 days).

3.9 Tactical Infrastructure

Reserved.

3.10 Software Maintenance

Reserved.

4. The period of performance for all CLINs listed above, except for CLINs 1002b, 1002c, and 1003c P-28 support), is from 6 November 2009 through 17 September 2010. The period of performance for CLINs 1002b, 1002c, and 1003c is from 6 November 2009 through 31 May 2010.
5. CDRL 0017 shall be reported at the subCLIN level in accordance with the attached template.
6. Training environment effort in the amount of \$674,945 (cost of (b) (4) and fixed fee of (b) (4) that was not completed during the base period is hereby transferred to the effort authorized under CLIN 1004.
7. The Contractor shall provide a list of all Government Furnished Equipment/Government Furnished Property/Contractor Acquired Property in accordance with newly added CDRL 0018 as follows:

Delivery Frequency: Monthly in conjunction with CDRL 0017.

Description: The Contractor shall provide a list of all Government Furnished Equipment / Government Furnished Property / Contractor Acquired Property in the Contractor's possession in accordance with the CDRL 0018. The list shall include name, manufacturer's part number, serial number, unique item identifier, location, cost (if available), and Task Order to which the equipment is assigned. The Contractor shall provide a list of all Government Property in the Contractor's possession. The list shall include name, manufacturer's part number, serial number, unique item identifier, location, cost (if available), and Task Order to which the equipment is assigned.

Delivery Date: Due with each invoice. In the absence of an invoice, the due date is the 15th day of the second month after contract award and monthly thereafter.

8. The Contractor shall provide a monthly Progress Report in accordance with newly added CDRL 0019 as follows:

Delivery Frequency: Monthly in conjunction with CDRL 0017.

Description: The contractor shall provide a monthly progress report by CLIN for work accomplished during the reporting period, highlighting any travel taken. The contractor shall provide a summary of work planned by CLIN for the next reporting period.

Delivery Date: Due with each invoice. In the absence of an invoice, the due date is the 15th day of the second month after contract award and monthly thereafter.

9. The value for the above CLINs with the above period of performance for year 2 is \$26,386,425. including the shift of effort for the training environment, the total value of work for the period of performance from 6 November 2009 through 17 September 2010 is \$27,061,370. Of the \$27,061,370, (b) (4) is cost, and (b) (4) is fixed fee. The total ILS Task Order value has increased by

\$26,386,425 from \$35,252,928 to \$61,639,353. Of the \$26,386,425 increase for this period, (b) (4) is allocated to estimated cost and (b) (4) is fixed fee.

10. The total ILS Task Order incremental funding has increased by \$5,000,000 from \$35,252,928 to \$40,252,928.

11. All other terms and conditions remain unchanged.

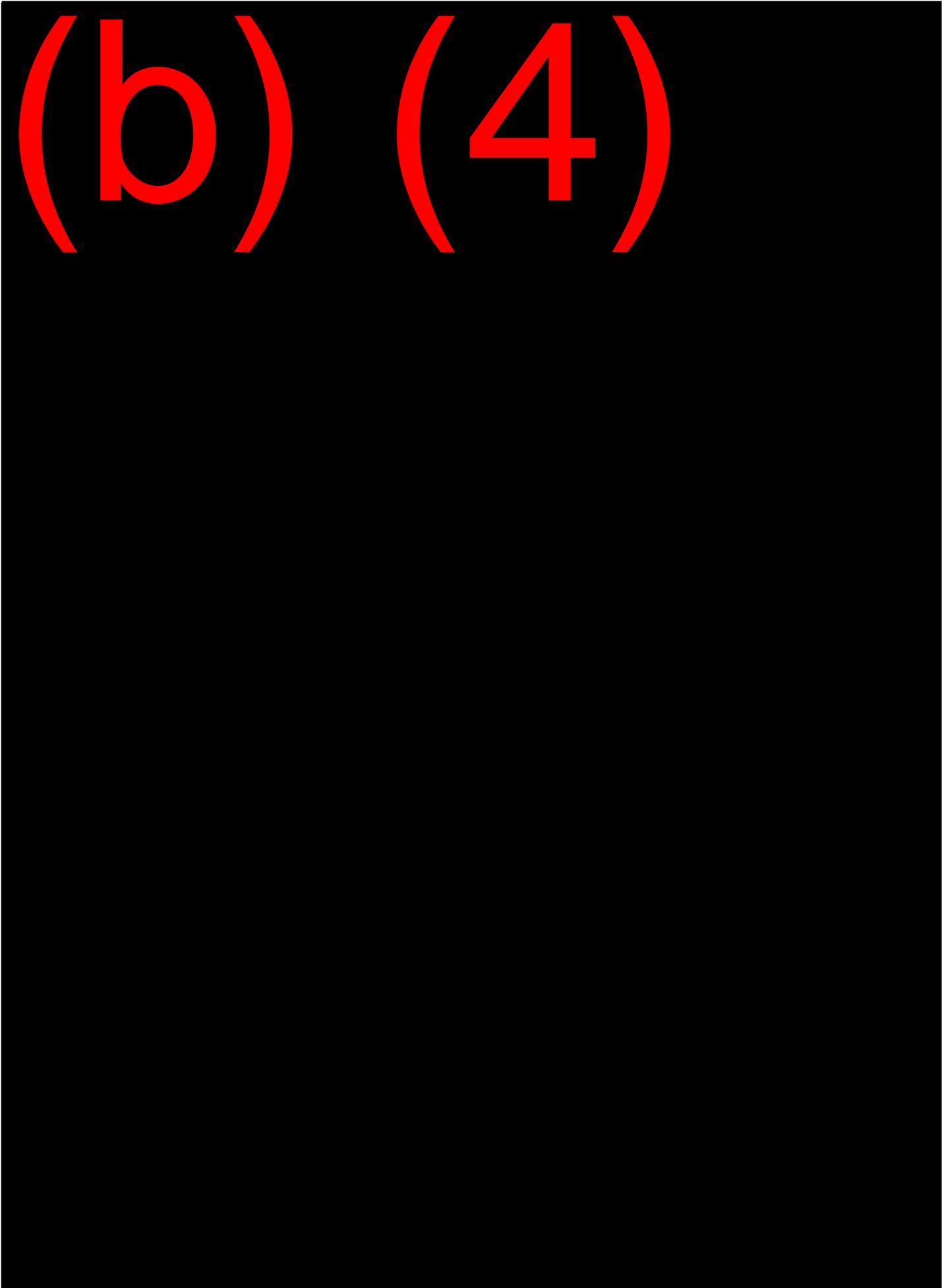
SBinet Integrated Logistics Support (ILS) Task Order
Monthly Cost Report

(b) (4)

Notes:

(b) (4)

(b) (4)



(b) (4)