

Section B – Supplies or Services and Prices/Costs

Initial Award – Estimated 14 Months - December 7, 2007 through February 7, 2009			
CLIN	Description	Estimated Costs	Base Fee – (b) (4)
CLIN 0001	Release 0.5 Development and Production (5.1.1)	(b) (4)	(4)
CLIN 0001A	Operations and Maintenance (O&M) Estimated CLIN Performance Period: March 2008 – February 2009 - Release 0.5 (5.1.2) - Release 1.0 (5.3.1.4) - Excludes Network Operations/System Operations Center (NOC/SOC) operations (Release 0.5 and Release 1.0)		
CLIN 0001B	“Release 1” Production (5.3.1.2 & 5.3.1.3)		
CLIN 0001C	“Release 1” Development (5.3.1.1)		
CLIN 0002	SW Production & Maintenance Environment - Initiation (5.2.1.1) - E xcludes NOC/SOC-specific hardware, software, and facilities		
CLIN 0003	Initial Capabilities Definition - Architecture/Approach (5.2.3) - C2I Facilities (5.2.5.1) - Intel (5.2.5.2) - Comms (5.2.5.3) - Data (5.2.5.4)		
CLIN 0004	SW Development Environment - Software Development Environment Operations (5.2.2) - Software Development Plan (5.2.4)		
CLIN 0004A	Development Environment & Facilities (5.2.2) Estimated CLIN Performance Period: March 2008 – February 2009		
CLIN 0005	Total Initial Award – Maximum Fixed Fee – (b) (4)		
CLIN 0006	Initial Award – Maximum Award Fee Pool – (b) (4)		
Total Estimated Initial Task Order Award – (CLINs 0001 through 0006)		\$64,529,778	

Command, Communications, Control, and Intelligence (C3I) Common Operating Picture (COP)

Optional CLINs	
CLIN	Description
CLIN 0007A	"Release 2" production (5.3.2.2 & 5.3.2.3)
CLIN 0008	Operations and Maintenance - Release 0.5, 1, 2, and 3 (5.1.2, 5.3.1.4, 5.3.2.4, 5.3.3.4)
CLIN 0009	Development Environment & Facilities (5.2.2)
CLIN 00010	"Release 3" Spiral Development (5.3.3.1)
CLIN 00010A	"Release 3" Production (5.3.3.2 & 5.3.3.3)
CLIN 00011	"Release 4" Spiral Development (5.3.4.1)
CLIN 00011A	"Release 4" production (5.3.4.2 & 5.3.4.3)
CLIN 00012	Operations and Maintenance – Release 3, 4, and 5 (5.3.3.4, 5.3.4.4, 5.3.5.4)
CLIN 00013	Development Environment & Facilities (5.2.2)
CLIN 00014	"Release 5" Spiral Development (5.3.5.1)
CLIN 00014A	"Release 5" Production (5.3.5.2 & 5.3.5.3)

Section B – Contract Pricing Terms and Conditions

General:

1. The Contractor shall provide all supplies and perform all services in accordance with the attached Statement of Work (SOW) entitled “SBInet Command, Control, Communication and Intel (C3I) Common Operating Picture” (Attachment 1).

2. Period of Performance:

The estimated period of performance for the initial task order award is 14 months. Should all Contract Line Item Numbers (CLINs) be implemented, it is anticipated that the period of performance for the entire effort is approximately three (3) years. See paragraph 3 below for additional terms related to the CLINs and Period of Performance.

The schedule for completion for the CLINs ordered in the initial task order award is in accordance with the schedule and delivery terms included in the SOW (attachment 1).

3. Task Order Contract Type:

This task order is issued under the SBInet contract (HSBP1006D12353) which is an indefinite delivery/indefinite quantity (IDIQ) contract.

This task order is initially issued on a Cost Plus Award Fee (CPAF) basis for the base period and, at inception only includes implementation of line items 0001, 0001A, 0001B, 0001C, 0002, 0003, 0004, 0004A, 0005, and 0006. The development (CLINs 0001B, 0001C, 0007-0014A) assumed under this order is iterative in nature with each level of development (i.e., “spiral”) undertaken (as described and defined in the Government’s statement of work (SOW) at attachment 1) is being built upon and derived from the successful completion and acceptance of the previous “spiral”. Contractor performance on Line items 0001B and 0001C, although priced/funded with the initial order, shall not begin until such time as the Government unilaterally decides (upon verification and validation of the completed trade studies performed under CLIN 0003) to order them via a fully executed task order modification. Likewise, Line items 0007 through 0014A are not being ordered with the initial task order and, as such, are not being funded and contractor performance shall not begin at this time. The un-priced Line Items not being implemented with the initial order may be ordered on a bilateral basis and funded via a fully executed modification to the task order at the appropriate times during performance but shall be subject to negotiations of the CLIN elements (i.e. cost, contract type, schedule, etc.) prior to issuance of the applicable modification. **As such, the contractor shall not begin performance on or incur any costs related to any line items except, CLIN 0001, 0001A, 0002, 0003, 0004, and 0004A, until such time that the additional line items are turned-on by a fully executed and funded modification to the task order.**

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4. Initial Task Order Award – CLINs 0001 through 0006 are awarded (except for CLINs 0001B and 0001C which may be initiated via a unilateral modification issued by the Government as noted above) with the initial task order and funds are provided as follows:

Total Estimated Costs:	(b) (4)
Total Fixed Fee*	(b) (4)
Total Award Fee*	(b) (4)
Total Cost Estimate (Incl Fee):	\$64,529,778.00

*Fee amounts are based on the estimated costs excluding FCCOM and travel. The base fee is a fixed fee amount. The award fee may be earned in whole or in part based on the negotiated Award Fee Plan at attachment 2. See item 5 below for additional terms.

5. Fee – This order is issued on a CPAF basis. Fee will be apportioned as follows:

Base/Fixed Fee	(b) (4)
Potential Award Fee	(b) (4)
Maximum Fee Amount	(b) (4)

Fee may be invoiced by the contractor under the contract as follows:

- a) The table above in Section B – “Supplies or Services and Prices/Costs” provides the base fee available for each CLIN awarded on the C3I task order. CLIN 0005 was established to provide a total base (fixed) fee pool. The Government plans to pay the contractor an incremental amount of the base fee pool during each invoice period during the 14-month period of performance. The amount to be paid in each monthly increment will be calculated as follows:

Total remaining fixed fee amount of all CLINs when authorized to proceed by the contracting officer
.... divided by ...

The number of months remaining on the task order

For example the first month’s payment would be calculated as follows:

Total remaining fixed fee amount of all CLINs when authorized to proceed by the contracting officer [CLINS 1, 2, 3, 4 = (b) (4)]
.... divided by ...

The number of months remaining on the task order [14]

(b) (4)

- b) Award Fee will be invoiced and paid in accordance with the negotiated Award Fee Plan (Attachment 2).

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6. All travel costs shall be in accordance with the Federal Travel Regulations (FTR), and in accordance with the Master Contract (HSBP1006D01353) clause H.30.1. Travel costs will be excluded from fee computations and determinations.
7. The contractor shall report project cost and schedule performance in monthly Contractor Performance Reports in accordance with the Master Contract (HSBP1006D01353) Clauses H.9 and H.10.
8. The Integrated Baseline Review (IBR) is expected to be completed no later than 60 days after date of award of this task order.
9. Pre-Contract Costs: Pre-Contract costs were authorized on October 1, 2007 by the Contracting Officer (CO) in conjunction with this task order requirements. These costs were included in the task order total cost estimate per item 4 above. The contractor shall submit fully supported invoice(s) for the costs incurred between October 1, 2007 and December 7, 2007 within 30 days of receipt of the executed task order. The following clause applies:

Homeland Security Acquisition Regulation (HSAR) 3052.231-70

PRECONTRACT COSTS

(DEC 2003)

The Contractor shall be entitled to reimbursement for pre-contract costs incurred on or after October 1, 2007 in an amount not to exceed \$2.6 Million that, if incurred after this contract had been entered into, would have been reimbursable under this contract.

(End of clause)

Special Data Rights Clauses:

10. This Task Order relates to a major system acquisition and support of a major system acquisition. FAR Clauses 52.227-21 and 52.227-22 as referenced in Section I of the IDIQ Contract shall apply to all performance and deliverables completed pursuant to this Task Order. Changes made to the software/data as part of the task order SOW are covered by the cost estimates and that equitable adjustments made as a result of revisions made per the ECP provisions in the base contract would be covered by the ECP clauses.

11. Government Purpose Rights (GPR) for Computer Software and/or Technical Data

Pursuant to performance under this task order, JEBC2 and SoSCOE computer software shall be provided with SPECIALLY NEGOTIATED LICENSE RIGHTS as set forth in the respective JEBC2 and SoSCOE computer software license agreements, attached herein as Attachment 3 and Attachment 4.

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In addition the terms and conditions of the JEBC2 and SoSCOE computer software license agreements, the following definitions shall apply to the SPECIALLY NEGOTIATED LICENSE RIGHTS:

“Government Purpose Rights” shall mean the rights to use, modify, reproduce, release, perform, display, or disclose computer software or technical data within the Government without restriction; and to release or disclose computer software or technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

“Government Purpose” shall mean any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

12. The attached specially negotiated software license agreements for JEBC2 (Attachment 3) and SoSCOE (Attachment 4) are hereby incorporated into this task order.

13. Reservation of Rights

At each stage following the development of computer software pursuant to this task order and prior to any productization or deployment of computer software, CBP reserves the right to enter into negotiations to discuss data rights issues and any existing and contemplated computer software license agreements.

(b) (6)

Contractor Signature

12/7/07

Date

(b) (6)

Printed Name and Title

CONTRACTS ADMINISTRATOR

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1208J19363**

SCHEDULE OF SUPPLIES/SERVICES

Item Number:	00010	Line Item (Priced/Information/Option): P		
Supplies/Services:	Initial C3I Task Order - 14 month			
	Qty	Unit	Unit Price	Ext. Price
	1	AU	\$64,529,778.0000	\$64,529,778.0000
Total Funded Contract Value:				<u>\$64,529,778.00</u>

ACCOUNTING AND APPROPRIATION INFORMATION

Item: 00010 6100.2525USCSGLCS0900009000Z00007173SB03 SB3002525 **Amount** \$64,529,778.00

DELIVERY SCHEDULE

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

Instructions:

Item	Quantity	Delivery Date	Recipient	Unloading PT.
00010	1	2/7/2009		



U.S. Customs and Border Protection

Attachment 1

Secure Border Initiative (SBI*net*)

Command, Control, Communications, and Intelligence (C3I) System Development and Sustainment

Statement of Work (SOW)

Version 1

Contract: HSBP1006D01353

Task Order: HSBP1208J19363

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1 Purpose

1.1 Engineering, Technical and Management Services

The purpose of this Statement of Work (SOW) effort is for the Contractor to provide **engineering, technical and management services** under the SBI*net* Indefinite Delivery Indefinite Quantity (IDIQ) SOW to:

- a. Develop and document the SBI*net* Command, Control, Communications and Intelligence (referred to as C3I) requirements in compliance with the SBI*net* System specification (A-Spec), the Department of Homeland Security (DHS) Enterprise Architecture, US Customs and Border Protection (CBP) Enterprise Architecture, SBI*net* Operational Requirements Document (ORD), SBI*net* Concept of Operations (CONOPS) and CBP System Life-Cycle (SLC) process framework (as tailored herein)
- b. Design, develop, and demonstrate a functional prototype of an SBI*net* (C3I) system, to include classified and unclassified segments
- c. Design, and develop the Command, Control, and Intelligence (C2I) system and support operational testing of the system to demonstrate operational capabilities in accordance with the requirements
- d. Establish the Integrated Logistics Support (ILS) program to support the C2I and communications components of the system in conjunction with SBI*net* system deployment to end users (note that at the completion of C2I development, C2I ILS may be performed under an overarching ILS task order)
- e. Provide ***interim*** COP functionality (herein referred to as "C2I Release 0.5") for all SBI*net* deployments (i.e., Barry M. Goldwater Range (BMGR), Texas Mobile, Tucson, Yuma Task Orders) until the first release of the C2I system (paragraph 1.1.c.) is mission capable
- f. Maintain the ***interim*** C2I Release 0.5 system until the all instantiations of this system are replaced by the first release of the C2I system
- g. Provide software release support for the deployment of the interim C2I Release 0.5 system as necessary to support all SBI*net* deployments (i.e., Barry M. Goldwater Range (BMGR), Texas Mobile, Tucson, Yuma Task Orders) until the first release of the C2I system is mission capable

1.2 C3I System to be Deployed

The **C3I system to be deployed** as a result of this SOW includes developmental software, commercial software, commercial hardware, and the supporting infrastructure to deploy and maintain C3I system. Specifically, the C3I system shall provide:

- a. A development and maintenance environment (including facilities as necessary) to develop, operate and sustain the C2I system (including commercial third party license agreements)--including personnel training, software maintenance, status reporting, and continuity of operations
- b. Training and logistics support necessary to transition the system to a CBP workforce capable of operating and maintaining the C2I system

- c. Software and software support for CBP training facilities to include online software training modules and simulations to be conducted as part of the overall user / operator training to be delivered under Integrated Logistics Support Task Order(s)
- d. Support for all participating enterprise organizations and stakeholders that will provide, request, and receive intelligence data and information
- e. Software and software support for existing and planned Command, Control, and Intelligence (C2I) facilities within the DHS command structure, CBP Border Patrol Sectors, Office of Field Operations (OFO) Port and field offices, and Air & Marine (A&M) facilities. The current facilities are depicted in (Figure 1) below:

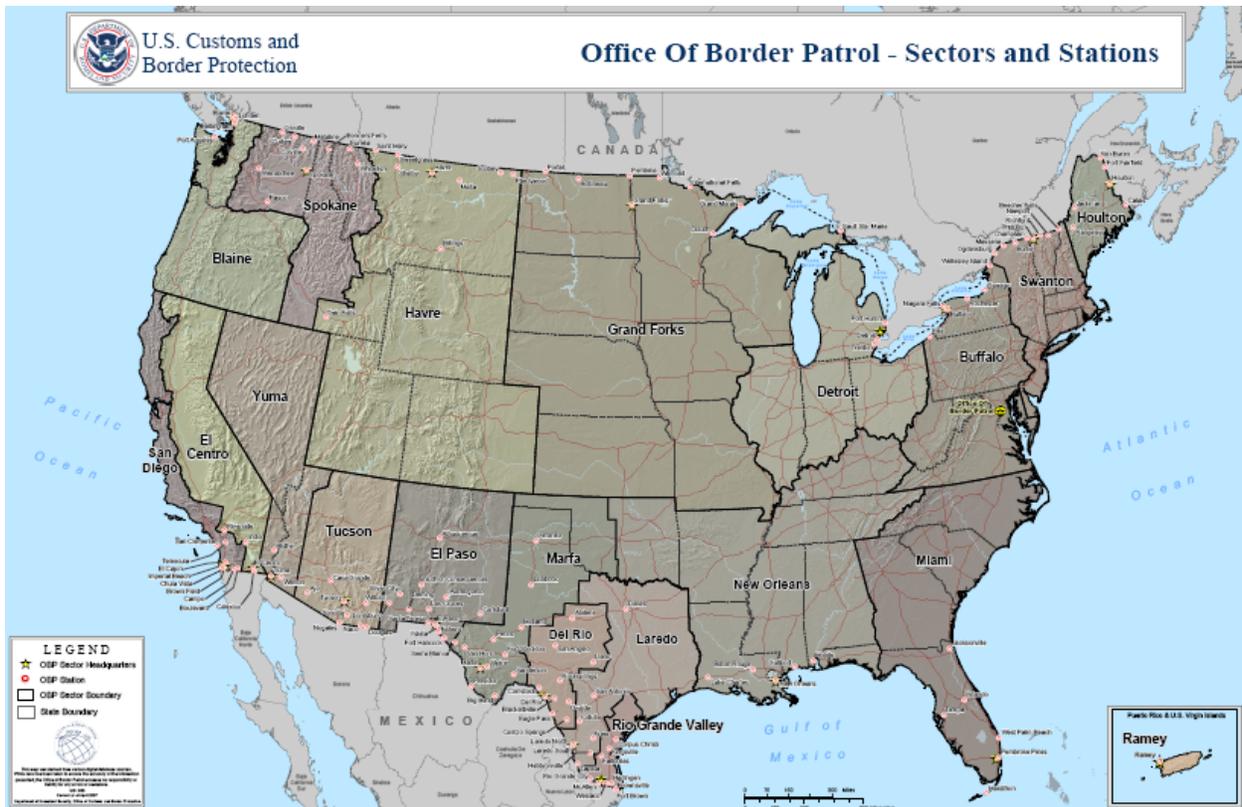


Figure 1. Current CBP Facilities

- f. C2I services for DHS users, allied Federal partners, and Tribal, Regional, State, and Local government organizations, plus other external users as appropriate
- g. Multi-layer security capabilities as necessary to support intelligence processing and operations within both unclassified and classified environments

1.3 Alignment with Deployment Task Orders

It is anticipated that the deployment of C3I hardware components within specified geographic areas, including the requisite supporting infrastructure will be procured under separate “deployment” task orders. The C3I system will take maximum advantage of DHS current and planned communications and facilities infrastructure. As part of the spiral development process, the contractor shall recommend improvements to the performance and value of the C3I system for each spiral.

2 Background

2.1 Associated Task Orders

Based on the Indefinite Delivery, Indefinite Quantity (IDIQ) contract, the Government awarded two task orders to Boeing, a task order to provide management and systems engineering services necessary to develop the SBI^{net} “System.” and a task order to provide an initial SBI^{net} capability along the border near Tucson, AZ (referred to as Project 28). Boeing (from hereon referred to as the Contractor) has since developed a limited C3I capability under Project 28 and has delivered the SBI^{net} System A-level Specification (A-Spec) to establish the requirements for the SBI^{net} system. This system, once deployed, will be instrumental in assisting CBP in achieving control of the border.

2.2 Spiral Development Approach

The contractor shall incorporate a spiral development approach to develop the C2I system software and assist the Government in reaching a C3I capability. The spiral approach shall result in multiple releases where each subsequent release includes the incremental addition of functionality and/or an evolutionary improvement in system capability. This approach shall be based on two phases:

- a. Phase 1 (to be accomplished once at the beginning of the project):
 - A software plan and development environment to support requirements, design, and development of the C2I software
 - An initial software support environment to manage releases of the C2I software to the field (including bug fixes/patches, and retrofit to prior baselines)
 - An assessment of and a set of requirements for current and planned CBP and DHS supporting systems and infrastructure that require modifications and additional capacity in order for the C2I system to function once deployed (command center infrastructure, communications capabilities, data processing and information sharing/delivery services)
- b. Phase 2 (activities to be repeated for each software release):
 - Prototype, including a simulation
 - Collaborative C2I requirements and design (RAD/JAD)
 - Detailed C2I design, testing, and delivery of the system
 - Release, delivery, and installation support of the C2I system (including training software) into the target environment(s) (including retrofit for previous releases)
 - Software support/maintenance

At the Government’s request, the contractor shall support the transition of the development and maintenance environment(s) to the Government.

Figure 2 below provides a notional timeline and ordering structure for the work to be performed under this task order; and the relationship between this task order (TO), the management (Mgt) TO, the Project 28 TO; and the BMGR TO:

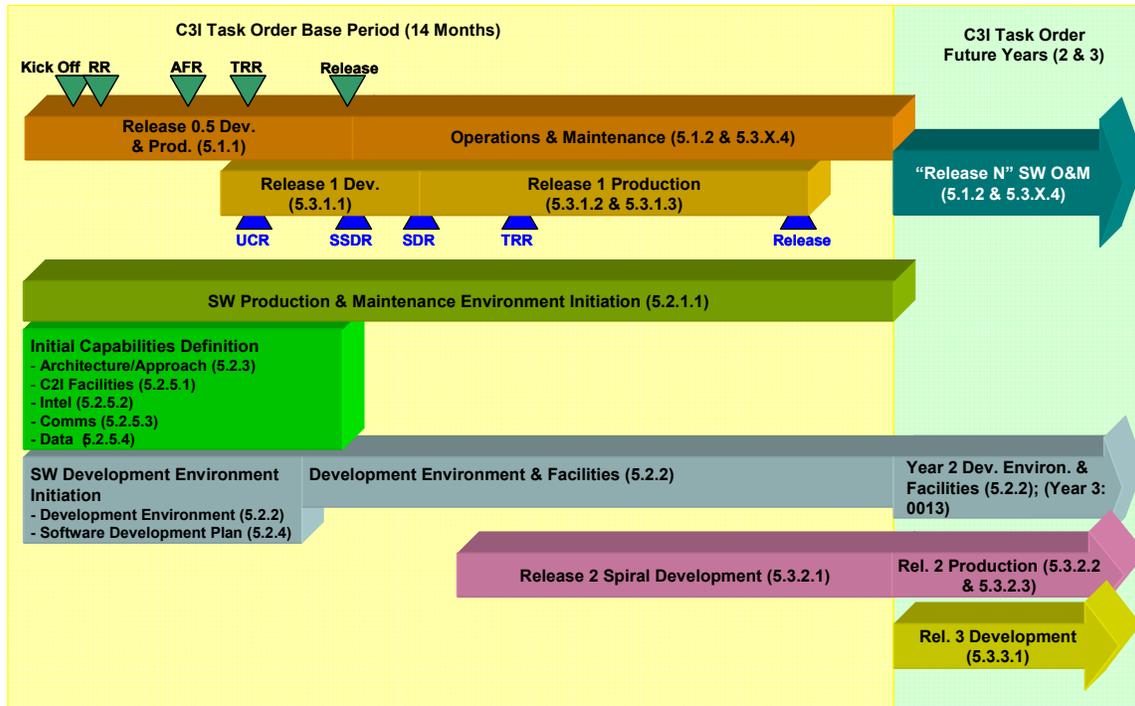


Figure 2. Notional Spiral Development Timeline

3 Objectives

3.1 Control of the US Land Borders

The six elements described below form the primary mission of the SBI^{net} program and are necessary for CBP to gain control of the US land borders. Border control means gaining full control of the US borders so illegal immigration as well as security breaches can be prevented. Border control is achieved in a given area when CBP, is able to consistently meet all of the elements listed below.

- 'Predict' element - Anticipating the actions of an Item of Interest (IoI) prior to illegal activity.
- 'Deter' element - To dissuade illegal cross border activity into and out of the US by impeding entry or creating and conveying the certainty of detection and apprehension.
- 'Detect' element - To discover a possible IoI.
- 'Identify' element - To determine whether an IoI is a conveyance, a human, an animal, or another entity.
- 'Classify' element - To determine the potential intent and/or level of threat of an IoI.
- 'Respond/Resolve' element - Employ an appropriate level of law enforcement resources to successfully address an IoI; Final CBP action taken, whether criminally, administratively, or otherwise, of an IoI.

3.2 Spiral Approach

The primary objective of this SOW is for the Contractor to develop and support deployment of an operational C2I system through the use of a collaborative environment suitable for rapid

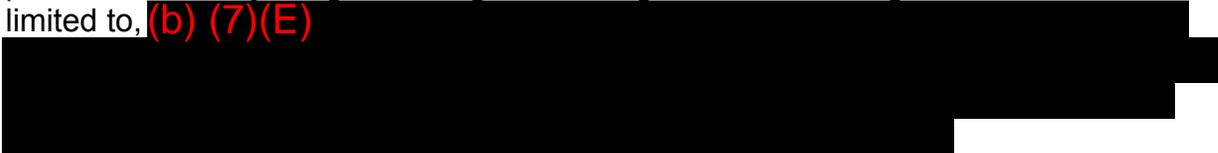
application development (RAD) and joint application design (JAD). The RAD/JAD shall incorporate a spiral model that results in requirements and design documentation that is fully vetted and reviewed by the C3I system stakeholders. The approach will include functional prototypes to successfully demonstrate system performance. This approach will result in multiple releases of the system where each subsequent release includes the incremental addition of functionality and/or an evolutionary improvement in system capability.

End users will be directly involved in the development of the C2I systems and graphical user interfaces to ensure solutions are tailored to each user class. This collaborative development approach shall also incorporate communications analysis and requirements to achieve full C3I system functionality and allow for the Government-Contractor team to continuously re-evaluate and update the strategy, Concept of Operations, and Deployment Plan for the SBI*net* C3I system.

The initial “spiral” of the C3I system was developed by Boeing as part of the deployment of Project 28 .The contractor shall incorporate the lessons learned, requirements, and design documentation from Project 28 as an input to the future development of the SBI*net* C3I system.

3.3 C2I System Objectives

The C2I system delivered by the contractor shall provide:

- a. Effective control and operation of SBI*net* surveillance and detections systems
- b. The generation, maintenance and dissemination of detection and “blue force” tracks
- c. Situational awareness of activities within the area of interest to inform decision-making
- d. Integration and interoperability with existing and planned near-term DHS intelligence capabilities to include collection, processing and dissemination within a secure environment
- e. Integration and interoperability with existing and near-term planned tactical decision aids for optimal use of CBP assets, increased operational safety, and improved mission performance. Key integration targets for integration and fielding include, but are not limited to, (b) (7)(E)

- f. Control of communications systems
- g. Integration with apprehension, identification, license plate query/reader, and booking capabilities (e.g., Treasury Enforcement Communication System)
- h. Training and training support, including training simulation software
- i. Software maintenance/sustainment of the C2I system (including training/simulation software)

3.4 C3I Deployment Approach

The C3I deployment alternatives delivered by the Contractor shall include:

- a. Concept of Operations (including input on required CBP resources from existing operational CBP assets) for employment of C3I solution
- b. Bill-of-materials for information and communications technology
- c. Bill-of-materials for infrastructure (construction components for command center facilities, communications towers, power, and networking)
- d. Bill-of-materials for intelligence collection and processing technology, including deployed information gathering electronic suites (LETC and motion imagery gathering components)
- e. Additions to the SBInet system toolbox
- f. Set of locations for deploying and/or modifying C3I technology and infrastructure, including an inventory confirming the ability of these locations to carry the required infrastructure, and remediation and/or improvement plans for those locations unable to meet the infrastructure requirements without additional work
- g. Required upgrades to existing and planned communications network assets
- h. Required upgrades to existing and planned Data Center / Management assets
- i. Plan of action and milestones for deploying the system, including recommended milestones and deliverables in alignment with capital asset improvement and facilities management systems and contracts in place for chosen locations
- j. Logistics analysis and projections for sustaining the C3I system; including total life cycle cost profile, with training, staffing, capital costs allocated by standard reporting mechanisms in place for the DHS enterprise architecture and business management processes, including OMB reporting on major investments, and related systems

3.5 Compliance Objectives

In addition, the solution shall:

- a. Comply with the System A-Spec
- b. Leverage the lessons-learned, requirements, and design information from Project 28
- c. Comply with geographic area-specific Project Technical Requirements
- d. Comply with the DHS and CBP Enterprise Architecture(s), IT standards, and enterprise standards of practice, including data models, information sharing and communications protocols, as well as standard technologies and data warehousing programs
- e. Leverage the existing DHS Enterprise HSDN program and comply with the governance framework it has established to service requirements for accessing secret level information and hosting secret level systems
- f. Encompass the necessary technology, communications infrastructure, tactical infrastructure, transportation assets, training assets, necessary services, and recommendations for the optimum deployment of CBP personnel assets

- g. Minimize total ownership cost to the Government
- h. Comply with environmental and land use requirements.

4 Scope of Work

4.1 Technical, Engineering and Management services

The scope of this task order includes the full range of technical, engineering and management services required to provide C3I requirements; and design and develop an integrated C3I system that, when incorporated with the *SBI*net “lay-down” solutions deployed across the required geographic areas, complies with the requirements of the *SBI*net A-Spec.

4.2 Collaborative Development Environment

The Contractor shall develop an operational C2I system through the use of a collaborative environment suitable for RAD/JAD. The RAD/JAD approach provided by the contractor shall incorporate a spiral model that results in requirements and design documentation that is fully vetted and reviewed by the system stakeholders; and includes functional prototypes that demonstrate system performance, support contractor integration testing and evaluation, and involve end users in the development of the C2I graphical user interface tailored to each user class. This spiral development approach shall allow for the Government-Contractor team to continuously re-evaluate and update the strategy, Concept of Operations, and Deployment Plan for the *SBI*net C3I system.

4.3 Enterprise Architecture Compliance

The operational C2I system shall integrate information from, and be fully compliant and interoperable with current C3I and related DHS enterprise information systems. The systems shall use the common operating systems identified in the Department’s Geospatial Information Infrastructure, and centralize data storage to the Department’s data center(s). The solutions must be vetted through, and compliant with, the DHS Enterprise Architecture Review board and Investment Review Board (IRB) processes for Management Decision Point milestones, and adhere to DHS Management Directives 1400 and 0007.1. The program will ensure that the design conforms to the DHS and CBP enterprise architecture, the DHS and CBP technical reference models (TRM), and all DHS and CBP infrastructure policies and guidelines as promulgated by the DHS and CBP Chief Information Officers (CIO) and Chief Technology Officers (CTO). The program will conform to the federal enterprise architecture (FEA) model and the DHS and CBP versions of the FEA model as described in their respective RAs. Development solutions will also ensure compliance with the current version of the DHS target architecture standards profile. Where possible, the program should use DHS/CBP approved products, standards, services, and profiles as reflected by the hardware, software application, and infrastructure components of the DHS/CBP TRM/standards profile. If new hardware, software or infrastructure components are required to develop, test, or implement the program, these products will be coordinated through the DHS and CBP formal technology insertion process. The DHS/CBP TRM/standards profile will be updated as technology insertions are accomplished. The program will submit to the DHS and CBP system lifecycle methodology (SLC), seeking all established gate reviews and the architectural alignment assessments (AAA) associated with each gate.

4.4 Intelligence System

The C2I system shall include an operational system which integrates existing intelligence tools and creates new capabilities in alignment with stakeholder requirements. Deployment of this system shall result in a standardization of core SBI*net* intelligence functions, integrated within the existing DHS intelligence architecture, to include both classified and unclassified networks. Moreover, the Government anticipates separate networks with different instances of the COP software separated with a high assurance guard (HAG).

4.5 Training Support

The contractor shall develop and maintain C2I on-line (or computer-based (CBT)) training, training materials, and training simulation software. These training products shall be capable of supporting SBI*net* training programs to be provided under the Integrated Logistics Support (ILS) task order.

4.6 Production and Testing Environment

Finally, the contractor shall deliver development, production, and testing (including integration) environments capable of supporting C2I and training software deployment to specified geographic areas and DHS stakeholders, in accordance with the SBI*net* deployment schedule

The work to be accomplished by the contractor shall be in alignment with the CBP SLC and the SBI*net* Systems Engineering Management Plan (SEMP). At a minimum, the contractor shall perform (a) requirements capture and management, (b) trade studies, (c) software design (d) software development, (e) software configuration management (CM), (f) data configuration management, (g) software and hardware integration, (h) operations and maintenance planning, (i) architecture definition, (j) life cycle cost and supportability analysis, (k) software test planning and testing, (l) software integrated logistics planning, and (m) C2I facilities requirements analysis.

4.7 Alignment with IDIQ SOW

The scope of this task order maps to Section 6 of the IDIQ SOW as outlined in Appendix A. The Contractor shall perform the work under this task order as necessary to achieve the objectives of this task order in accordance with the detailed tasks described in Section 5 below

4.8 Security

In accordance with the contract (HSBP1006D01353), the Contractor shall comply with all CBP security policies and procedures as stated in the original contract. The contractor is reminded that "a contractor employee shall not begin working under the contract until the entire background investigation (BI) is completed with approval from CBP's Security Programs Division." As required by the Federal Information Security Management Act (FISMA), the government has established security categories and impact levels for SBI*net* systems as outlined in the Federal Information Processing Standards (FIPS) 199. Certification and Accreditation (C&A) of SBI*net* systems and networks shall be performed in accordance with these security categorizations and impact levels. C&A procedures and requirements shall be performed as required by the CBP Information System Security Handbook 1400-05C, Appendix L, DHS Management Directive 4300A. Current CBP security policies and procedures are expected to be followed by employees and contractors alike. These policies and procedures are stated in the Information Systems Security Handbook (HB 1400-05C).

More specifically, all software coders shall have a full BI, and security networks and environments shall be protected.

5 Detailed Tasks

Detailed tasks to be performed under this SOW shall be in accordance with the activities required in the CBP SLC (project stages) as tailored below, and are mapped to the SBInet IDIQ SOW in Appendix A.

5.1 Phase 0: C2I Interim Capability

The contractor shall provide an *interim* C2I capability to support all SBInet deployments (i.e., Barry M. Goldwater Range (BMGR), Texas Mobile, Tucson, Yuma deployment task orders) until the first release of the C2I system (delivered under paragraph 5.3.1 of this task order) is mission capable.

5.1.1 Operational Archetype

The contractor shall provide the C2I functionality necessary to operate and interface with the SBInet “toolbox” components (e.g., sensors, communications equipment, field agent systems) that have been deemed by the Government to be suitable for initial deployments prior to the completion (Initial Operating Capability) of Tucson, Yuma, and El Paso deployments.

5.1.1.1 C2I Release 0.5 Requirements

In coordination with the SBInet program office and mission stakeholders, the contractor shall develop and document the C2I Interim Capability Archetype (ICA) requirements.

(Reference Deliverables (Release 0.5 Specific): C2I Software Requirements Specification and Related DOORS database, C2I Interface Control Document(s), Requirements Traceability Matrix, Architecture Description Document, , Security C&A Package, C2I Development Lessons-Learned, Software Test Plan)

5.1.1.2 C2I Release 0.5 Design

In coordination with the SBInet program office and mission stakeholders, the contractor shall develop and document the C2I ICA design.

(Reference Deliverables (Release 0.5 Specific): C2I Software Requirements Specification and Related DOORS database, C2I Interface Control Document, , Requirements Traceability Matrix, Architecture Description Document, Security C&A Package, C2I Development Lessons-Learned, Software Test Plan, Intermediate Test Requirements, Intermediate Test Cases, Intermediate Test Procedures, C2I Software Design Document, Software Design Description, Database Design Document, Interface Design Description, Spiral Software Deliverable Version Description Document, Intermediate Test Results, Process Audit Checklists/Records, Installation Plan, Software Unit Test Results, C2I Code Library, C2I Performance Metrics Report, User Manual, Operator Manual, Training Materials)

5.1.1.3 C2I Release 0.5 Development

In coordination with the SBInet program office and mission stakeholders, the contractor shall develop, demonstrate, and test the C2I ICA prior to deployment. This effort shall include integration testing to verify functionality with SBInet components and interfacing systems. The

contractor shall support Government review and testing activities required to receive DHS/CBP approval to operate the system once deployed.

(Reference Deliverables (Release 0.5 Specific): C2I Software Requirements Specification and Related DOORS database, C2I Interface Control Document, , Requirements Traceability Matrix, Architecture Description Document, Security C&A Package, C2I Development Lessons-Learned, Software Test Plan, Intermediate Test Requirements, Intermediate Test Cases, Intermediate Test Procedures, C2I Software Design Document, Software Design Description, Database Design Document, Interface Design Description, Spiral Software Deliverable Version Description Document, Intermediate Test Results, Process Audit Checklists/Records, Installation Plan, Software Unit Test Results, C2I Code Library, C2I Performance Metrics Report, User Manual, Operator Manual, Training Materials, Software Maintenance Procedures)

5.1.2 C2I Release 0.5 O&M Support

5.1.2.1 Project 28 Retrofit

Contractor O&M support for Release 0.5 shall include the retrofit/upgrade and subsequent operations, and maintenance of the Project 28 COP ("Release 0") previously deployed to Tucson.

5.1.2.2 ICA Deployment, Operations, and Maintenance

The contractor shall support the deployment, operations, and maintenance of the interim C2I ICA system until the all instantiations of this system are replaced by the first release (Release 1) of the C2I system (delivered under paragraph 5.3.1 of this task order). This effort shall include system software to support BMGR, Texas Mobile, and all other SBInet deployments planned prior to subsequent C2I capabilities developed under this task order ("Releases 1-n").

Contractor performance for the ICA O&M support shall include:

- a. System Performance monitoring and management feedback
- b. Tracking and reporting of system performance statistics, costs, and resource allocations
- c. Detecting and addressing defects in training, application, operation, and local systems
- d. Assessing the system's efficiency and effectiveness to determine if the investment was cost beneficial and achieved the planned functionality
- e. Managing and addressing system and infrastructure problems
- f. Recovering from system and infrastructure problems
- g. Implementing system and infrastructure changes
- h. O&M support for C3I training system software, to include computer based training aids and training simulations.

(Reference Deliverables: C2I Implementation Plan, Software Support and Maintenance Plan, C2I Training Plan, Training Materials, User Manual, Operator Manual, C2I System Performance Metrics Report, Software Metrics Report, C2I Total Lifecycle Cost Analysis/Model)

5.2 Phase 1: C3I Architecture Requirements; Development and Support Framework

The contractor shall accomplish the following activities once:

5.2.1 Initial Support Environment

The contractor shall evaluate and recommend implementation alternatives to provide C2I operations and maintenance (O&M) capabilities within the CBP mission support structure (SBI^{net} and OIT). These alternatives shall consider mission needs; continuity of operations; current and planned facilities; technical support staffing, response times; and locations and numbers of deployed systems. Once approved by the Government, the contractor shall provide O&M of the C3I system using the support environment. At the Government's request, the contractor shall transition this environment to the Government.

5.2.1.1 Initial Support Environment Development

In coordination with CBP operations and maintenance stakeholders, the contractor shall design and implement an environment capable of sustaining the SBI^{net} system once deployed. This environment shall have the capability of monitoring the C3I system status, trouble-shooting system problems, tracking and reporting problem resolution, providing tools for software and hardware repair and upgrades, managing software and hardware configuration changes, and managing and maintaining the systems security posture of the system.

(Reference Deliverables: Software Development Plan, Spiral Build Plan, C2I Implementation Plan, Software Support and Maintenance Plan)

5.2.1.2 Support Environment Transition

At the Government's request, the contractor shall support the installation and transition of the Initial C2I system O&M and development environments to a Government support facility. This transition shall include all necessary software licenses, hardware purchased as part of this task order, and documentation for operations and sustainment of the support and development environments. At the completion of each build within a spiral (or release), the contractor shall provide all updates of the code to IV&V personnel for independent assessment and evaluation.

(Reference Deliverables: C2I Transition Plan)

5.2.2 RAD/JAD Software and System Development Environment

The contractor shall establish a C3I development environment in concert with the Government. This environment shall be capable of supporting C3I requirements, architecture, data, communications, testing, implementation, and sustainment trade studies. Included will be sufficient software development tools for developing software and system interfaces, and the environment shall be capable of demonstrating the performance of alternative approaches (through the use of prototypes, demonstrations, and walk-throughs) to SBI^{net} C3I functionality.

(Reference Deliverables: Spiral Build Plan, Software Development Plan, C2I Implementation Plan, Coding Standard Documentation, Software Quality Assurance Plan)

5.2.3 Service Oriented Architecture

The contractor's development environment and resulting solution shall support and be based on an open architecture "Service Oriented Architecture" (SOA) Technical Framework compatible with ongoing DHS and CBP SOA focus activities. This environment shall provide

the capability to include new functionality without major re-design, provides the ability to re-use/re-host service, mission, and database (including track data) applications. Applications to be hosted in this environment shall include both developed and off-the-shelf software. Furthermore, select major modules shall have the capability to be deployed as services on the CBP/DHS Enterprise Service Bus.

(Reference Deliverables: Enterprise Data Management Plan, Architecture Description Document)

5.2.4 Software Development Approach

5.2.4.1 Software Development Plan

The contractor shall produce, maintain, and follow a Software Development Plan (SDP) that reflects the RAD/JAD approach. This plan will schedule a succession of increasing functionality by build/spiral in alignment with SBI^{net} system deployment and schedule. The contractor's approach to develop each spiral of the C3I system shall be presented for approval to the Government during the task order kick-off meeting.

(Reference Deliverables: Task Order Kick-off)

5.2.4.2 Initial Architecture

In alignment with the systems engineering activities conducted under the management task order, the contractor shall develop architecture alternatives and recommend an initial C3I architecture to include functional applications and key interfaces. In support of the Initial Architecture the contractor shall conduct trade studies of alternative Command and Control solution components and develop a trade study report.

(Reference Deliverables: Task Order Kick-off, Trade Study Report)

5.2.4.3 Architecture Recommendations for Subsequent Releases

In alignment with the systems engineering activities conducted under the management task order, the contractor shall develop an architecture transition approach for the C3I system. This approach shall address all known and anticipated interfaces and functionality required to achieve the overall SBI^{net} mission "end state."

(Reference Deliverables: Task Order Kick-off)

5.2.5 C3I Infrastructure Requirements Development

The contractor shall develop requirements and recommendations for the supporting C3I infrastructure and computing capacity (including storage) necessary for performing the C2I mission for each C2I node within the SBI^{net} system architecture. At a minimum, the following requirements shall be documented within the appropriate B-Specs under the SBI^{net} system specification tree. (Top level requirements)

5.2.5.1 C2I Facility Requirements

The contractor shall analyze the human factors workload, computer processing, and data storage requirements for generic C2I facilities (stations, sectors, A&M, OFO, ports of entry, headquarters, and mobile) and specify the following requirements as a minimum:

- a. Heating, ventilating, and air conditioning (HVAC)

- b. Workspace, including common areas and dedicated (secure) areas for intelligence operations
- c. Physical and electronic security, including unique requirements for intelligence processing and planning
- d. Computer processing requirements
- e. Communications requirements
- f. Data storage requirements, including unique requirements for intelligence data
- g. Power, including backup
- h. Facility space requirements for data and computer processing
- i. redeployment of approximately 100 licenses for ObjectVideo, a video-based border surveillance system purchased by the government.

Facility requirements shall be scalable based on the mission, area of responsibility, and workload requirements for each class of C2I facility.

(Reference Deliverables: Infrastructure Plan—C2I Facilities, Disaster Recovery/Contingency Plan)

5.2.5.2 Intelligence

5.2.5.2.1 Intelligence Requirements

The contractor shall analyze intelligence system stakeholder needs and requirements and recommend intelligence system requirements consistent with SBI^{net} A-Spec. Intelligence system requirements- in the form of a deliverable C3I Intelligence System/Segment Plan- will take into consideration adequate controls at the law enforcement sensitive level and above, existing infrastructure, classified and unclassified network services, current and planned facilities, analyst staffing, information sharing environments and information security directives.

Requirements shall be gathered from all participating enterprise organizations and stakeholders that will provide, request, and receive intelligence data and information. Formal maintenance of requirements will be in the SBI^{net} DOORS database, from which review documents will be produced. Requirements shall address and align with current intelligence systems and data; including, but not limited to:

- a. Existing targeting processes and tools to include CBP's Targeting Framework; link analysis tool Analyst Notebook; Automated Targeting System L, N and P
- b. Web services and data model/schemas, to include integration with current capabilities such as the CBP SIGMA federated search capability
- c. Intelligence system interfaces, in coordination with CBP users, to include USCG, ICE, CIS and external stakeholders (e.g., DOJ, DEA, and state and local law enforcement)
- d. Support the flow of unclassified and classified data, to include email and intelligence products, through separate networks with different instances of the COP software separated by a one-way, high assurance guard (HAG)
- e. The creation and sustainment of new CONOPs and Tactics, Techniques, and Procedures to conduct Intelligence Driven Operations at Station, Sector, Regional, and

National operations centers--this includes the development of mission processes, operational roles, and training to enhance CBP mission elements (e.g. Intelligence Analysis, Collection Management, and Operational Planning & Support)

- f. The creation and sustainment of new CONOPs and Tactics, Techniques, and Procedures to implement an Unmanned Aerial Systems (UAS) management program that leverages SBI^{net} capabilities-- this includes the development of mission processes, operational roles, and training to enhance CBP mission elements and investment options for Pilot programs
- g. Law Enforcement Technical Collection (LETC) Integration-*in coordination with the SBI^{net} engineering team, will create an integration design, documented in the Intelligence System Plan, that incorporates data outputs and collaboration tools into the overall C3I/CIP software and hardware solution. This includes incorporating the use of these capabilities within the overall intelligence CONOPS.* -
- h. Current standards and practices for intelligence gathering within the CBP workforce to reduce transition costs and retraining to a minimum, while leveraging the tools and standards available through DHS. At a minimum the proposed system shall seamlessly integrate with (b) (7)(E) and the related (b) (7)(E) and (b) (7)(E) solutions to ensure cross-functional interoperability with operational assets.

Based on the intelligence requirements of the C3I system, the contractor shall prepare and evaluate alternative approaches for an integrated SBI^{net} intelligence system to support the CBP and DHS mission.

(Reference Deliverables: Intelligence System Plan, C2I CONOPS, C2I Software Requirements Specification and Related DOORS database, Infrastructure Plan—C2I Facilities)

5.2.5.2.2 Intelligence System/Segment Planning

Based on the intelligence requirements of the C3I system, the contractor shall prepare and evaluate alternative approaches for an integrated SBI^{net} intelligence system to support the CBP and DHS mission. At a minimum, the contractor shall conduct the following processes and activities as part of the intelligence system alternatives analysis:

- a. All-Source Analysis (ASA). ASA capabilities shall include the fusion of intelligence data within an operational context, including the required system sources, and interfaces; and include a suite of production tools that are capable of accessing and incorporating data within the enterprise.
- b. Intelligence Collection. An intelligence collection mechanism shall be incorporated in order to support the input of both manual and system generated data into the Intelligence System. The requirements gathering effort shall drive the definition of the reporting process (or processes) used by all parties involved in the proposed collection system, any data models or formats currently in use and the means by which intelligence information is currently entered into existing system(s).
- c. Indications and Warning (I&W) Capabilities. The intelligence system shall incorporate I&W capabilities consistent with SBI^{net} Concept of Operations (CONOPS), address the human factors capabilities of the intelligence system operators, and address necessary redundant communications in case of system outages.

- d. Intelligence Dissemination. An intelligence production and dissemination service/system shall be capable of providing (at a minimum) operational assessments, targeting, spot reports, intelligence preparation of the border, and force protection.
- e. The Intelligence System Plan (ISP). The plan shall provide sufficient detail to allow network stakeholders to determine that the design is consistent with the DHS Intelligence System Enterprise. This plan will include a description of the architectural framework, data access, applications, and presentation layers. The expectation is that this document will not exceed the Secret level in overall content in any section. The baseline ISP is expected at the completion of CLIN 3.
- f. The Intelligence System Integrated Product Team (I-IPT). The contractor shall provide an IPT charter consistent with the program format. Membership will be specifically identified in the charter and at a minimum include: government staff- CBP-OIT, HSDN PMO, CBP-OIOC, DHS IA- and contractor staff- Intelligence Lead(s) and Systems Engineering.

(Reference Deliverables (Intelligence System Plan per MIL-STD 963B as tailored by the program)

5.2.5.3 Communications Systems Planning

The contractor shall analyze SBI^{net} communications (voice and data) bandwidth and latency requirements against current and planned DHS/CBP enterprise capacity, communications infrastructure, and mission requirements and develop alternatives and recommended requirements for future upgrades to the system. These recommendations shall consider DHS and CBP mission needs; continuity of operations; and current and planned facilities (including associated training), agent and officer staffing, response and transport vehicles (air, water, and land), and surveillance technology deployment.

The contractor's system shall utilize DHS OneNet. When necessary for SBI^{net} to meet its operational requirements and in cases where justified by reduced life-cycle costs, the contractor shall provide alternatives and recommend expansion of, or improvements to the existing communications and facility infrastructure.

The contractor shall develop a communications systems plan to ensure alignment between ongoing communications deployment activities internal and external to the SBI^{net} system deployment. This plan shall include a methodology to track communications infrastructure deployment and provide a mechanism to monitor communications infrastructure status as part of the C3I system.

(Reference Deliverables: C3I Communications System Plan, Disaster Recovery/Contingency Plan)

5.2.5.4 Data Management

5.2.5.4.1 Data Management Planning and Alternatives

The contractor shall analyze SBI^{net} C2I data storage requirements against current and planned DHS/CBP enterprise capacity, communications infrastructure, and mission requirements and develop alternatives and recommendations for future upgrades to the system. These alternatives shall consider mission needs, continuity of operations, current and planned facilities (including ILS and associated training), agent and officer staffing, response and transport vehicles (air, water, and land), and surveillance technology deployment.

The contractor's proposed data management system shall take maximum advantage of DHS/CBP current and planned infrastructure to include classified data storage facilities (i.e. HSDN, etc.). When necessary for SBI^{net} to meet its operational requirements and in cases where justified by reduced life-cycle costs, the contractor shall provide alternatives and recommend improvements to data management facility infrastructure.

The contractor shall develop a data management systems plan to ensure alignment between ongoing CBP and DHS data management activities internal and external to the SBI^{net} system deployment. This plan shall include a methodology to track data management infrastructure deployment and provide a mechanism to monitor infrastructure status as part of the C3I system.

(Reference Deliverables: Enterprise Data Management Plan)

5.2.5.4.2 Data Management Facility Requirements

The contractor shall analyze the human factors workload, computer processing, and data storage requirements for SBI^{net} Data Management facilities (Data Centers). This analysis shall be in accordance with the CBP and DHS Enterprise Architecture and shall be conducted as a partnership with SBI^{net} Information Technology (IT) support stakeholders within CBP and DHS and leverage current and planned capability and capacity to provide the best value to the Government. As a minimum, the contractor shall specify the following requirements:

- a. Heating, ventilating, and air conditioning (HVAC)
- b. Workspace, including common areas and dedicated (secure) areas for intelligence operations
- c. Physical and electronic security, including unique requirements for intelligence processing and planning
- d. Computer processing requirements
- e. Communications requirements
- f. Data storage requirements, including unique requirements for intelligence data (both unclassified and classified)
- g. Power, including backup
- h. Facility space requirements for data and computer processing

(Reference Deliverables: Infrastructure Plan—Data Centers, Disaster Recovery/Contingency Plan)

5.2.5.4.3 Network Operations Center (NOC) Requirements

The contractor shall analyze the requirements for managing and operating the communications and computing networks and infrastructure specific to the C3I system. This analysis shall be in accordance with the CBP and DHS Enterprise Architecture and shall be conducted as a partnership with SBI^{net} Information Technology (IT) support stakeholders within CBP and DHS and leverage current and planned capabilities. As a minimum, the contractor shall specify the following requirements:

- a. CONOPS for the NOC
- b. Staffing estimates

- c. Heating, ventilating, and air conditioning (HVAC)
- d. Workspace, including common areas and dedicated (secure) areas for intelligence operations
- e. Software tools
- f. Physical and electronic security, including unique requirements for intelligence processing and planning
- g. Computer processing requirements
- h. Communications requirements
- i. Data storage requirements, including unique requirements for intelligence data (both unclassified and classified)
- j. Power, including backup
- k. Facility space requirements for data and computer processing

(Reference Deliverables: Network Operations Center Plan)

5.2.5.4.4 Security Operations Center (SOC) Requirements

The contractor shall analyze the requirements for security management and monitoring of the communications and computing networks and infrastructure specific to the C3I system. This analysis shall be in accordance with the CBP and DHS Enterprise Architecture and shall be conducted as a partnership with SBI^{net} Information Technology (IT) support stakeholders within CBP and DHS and leverage current and planned capabilities. As a minimum, the contractor shall specify the following requirements:

- a. CONOPS for the SOC
- b. Staffing estimates
- c. Heating, ventilating, and air conditioning (HVAC)
- d. Workspace, including common areas and dedicated (secure) areas for intelligence operations
- e. Software tools
- f. Physical and electronic security, including unique requirements for intelligence processing and planning
- g. Computer processing requirements
- h. Communications requirements
- i. Data storage requirements, including unique requirements for intelligence data (both unclassified and classified)
- j. Power, including backup
- k. Facility space requirements for data and computer processing

(Reference Deliverables: Security Operations Center Plan)

5.3 Phase 2: C2I Spiral Design

The contractor shall incorporate a spiral approach to design, develop, deploy, and support each release of the C2I system. This spiral approach shall result in up to five releases where each subsequent release includes the incremental addition of functionality and/or an evolutionary improvement in system capability.

5.3.1 Release 1

The contractor shall accomplish the following activities for the first release of the C2I system. Release 1 shall be integrated with, and available to support the SBI^{net} geographic area lay-down/deployment projects in FY 08.

5.3.1.1 Requirements and Design Activities (CBP SLC Stages 2 and 3)

Using the collaborative development environment, the contractor shall conduct the C3I requirements and design activities described by CBP SLC Stages 2 (Project Definition) and 3 (System Design) for each “spiral” of the C3I system to be deployed. The spiral approach proposed by the contractor shall include incremental stakeholder involvement and program office review and approval to include but not be limited to the following steps:

- Preparation, conduction, and documentation of collaborative design sessions
- Architecture Framework: development and review of the proposed architecture framework, to include interfaces, end-users, and the development environment
- Completion of any necessary updates to the CDMP (prior to prototype implementation)
- Rapid Development/Prototype:
 - Use-case development and “walk-throughs”
 - Interfaces, system services, data management “subsystems”
 - Graphic user interface development
 - Simulation capability, including support for a training simulator
 - Parametric analysis, including solutions scalable to the deployment environment
- Formal requirements and design review and approval by the Government at the conclusion of the spiral/iteration

(Reference Deliverables: Software Development Plan, Spiral Build Plan, Architecture Description Document, Software Quality Assurance Plan, Coding Standard Documentation, Software Development Folder, Security C&A Package, C2I Development Lessons-Learned)

5.3.1.1.1 Prototype Development

The contractor shall develop functional C3I prototypes to demonstrate the performance, user interface, and capability of the system. These prototypes shall:

- a. Include the necessary hardware, developmental software, commercial software, integrated Government Off-the-Shelf (GOTS) systems, and working interfaces to DHS systems

- b. Incorporate the ability to evaluate and leverage legacy DoD and DHS C3I systems, particularly those developed and supporting the Coast Guard COP. This may require contractor access to the Global Command and Control System (GCCS), and the Coast Guard Command and Control Engineering Center (C2CEN)
- c. Demonstrate all expected levels of command and control (SBI^{net} C2I nodes) within the DHS system architecture either using approved SBI^{net} components (toolbox) or a virtual facsimile
- d. Have the capability to simulate operational scenarios, including communications delays, data processing loads, and the expected operational pace of multiple border, port, intelligence, and A&M environments
- e. Support the development and maintenance of a training simulator to be incorporated as part of training delivered under the SBI^{net} ILS task order
- f. Include draft documentation in alignment with SLC Stage 4, with the expectation that some or all of the prototype software will become part of the operational system

(Reference Deliverables: TBD)

5.3.1.1.2 Requirements Development

In addition to the SBI^{net} A-Spec, CBP has developed an SBI^{net} Program Plan, SEMP, Operational Requirements Document (ORD), and Concept of Operations (CONOPS). These documents form the basis for Stage 1 of the SBI^{net} system life-cycle, described in the CBP SLC. For the development of C3I requirements, Stage 1 information shall be used by the contractor to develop a verifiable set of functional and technical requirements in alignment with the System A-Spec, the specification tree, and system requirements traceability matrix.

The contractor shall use the collaborative environment to capture the detailed C3I system requirements (Stage 2) as an iterative process along with the design of the system (Stage 3). In addition to user and use-case requirements, the C3I system requirements shall address hardware, software, data, physical infrastructure, and communications infrastructure requirements for all SBI^{net} system stakeholders. For the initial spiral, the contractor shall incorporate lessons-learned, requirements, design documents, and functional code (GOTS, COTS, and commercial) from Project 28 and other legacy systems (including DoD, Coast Guard, and DHS).

(Reference Deliverables: C2I CONOPS-Updates to PM TO, C2I Software Requirements Specification and Related DOORS database, C2I Total Lifecycle Cost Analysis/Model, C2I Interface Control Document, Interface Requirements Specification, Requirements Traceability Matrix)

5.3.1.1.3 Test Planning

The contractor shall develop an approach for testing the C3I system. This approach shall verify system functionality against C3I requirements documentation (software, hardware, communications, and data), and the SBI^{net} A-Spec. The testing approach shall provide Government insight into contractor development test activities and shall involve stakeholders early in the process to reduce risk and support spiral development processes.

The contractor shall develop a C3I test plan to support the SLC Construction (Stage 4) and Acceptance and Readiness (Stage 5) requirements. This plan shall be integrated with the overall SBI^{net} test planning process and activities.

(Reference Deliverables: Software Unit Test Requirements Software Test Plan, Software Unit Test Cases, Intermediate Test Requirements, Intermediate Test Cases, Intermediate Test Procedures)

5.3.1.1.4 Preliminary Design

During preliminary design, subsystem and component descriptions are elaborated, and interfaces between all system components are defined. Processes defined by the SBI^{net} Systems Engineering Management Plan (SEMP) shall be used by the Contractor to develop the preliminary design for the C3I system.

Preliminary design activities include typical design synthesis processes as outlined in the SEM. Alternative system architectures should typically be based on the SBI^{net} toolbox components and the TRM; however, the Contractor may recommend additional toolbox components be added to the SBI^{net} system baseline and the TRM when the use of these components is in the Government's best interest or the Government may provide additional components to the Contractor.

(Reference Documents: C2I Software Design Document, Software Design Description, Database Design Document, Interface Design Description, Spiral Software Deliverable Version Description Document, Intermediate Test Results, Process Audit Checklists/Records, Software Unit Test Procedures, Installation Plan)

5.3.1.1.5 Detailed Design

The Contractor shall conduct a detailed design of the C3I system, including subsystems, interfaces, training software, NOC, SOC, and the necessary support environment.

At the culmination of the detailed design effort for each design spiral, the contractor shall update or complete the following items:

- a. Development of architectural views including support for the alignment of the SBI^{net} C3I system within the DHS/CBP Enterprise Architecture and intelligence enterprise
- b. SBI ^{net} CONOPS described as "use case" descriptions for system end users
- c. Facilities (including training facilities) requirements, including construction, to include the hardware and software "footprint" for SBI^{net} C3I components
- d. Software design and development standards, including recommended tailoring, in accordance with CBP SLC, IEEE, and the SBI^{net} SEM
- e. Definition of C3I test requirements, testing environment, and test plan
- f. Operations and maintenance plan and facilities for the deployed system, including support for software provided to the training facility
- g. Requirements Traceability Matrix (RTM)
- h. Training requirements and plan for the operational software, O&M system, and training/simulation software

- i. Participation in and response to QA Audit(s)
- j. Evaluation, comparative analysis, and assessment of similar candidate systems (DHS and other stakeholders) that provide C3I capabilities
- k. Documents resulting from trade studies
- l. C3I System Design and Subsystem ID Assignments (Functional Analysis and Allocation)
- m. Software Design Document(s)
- n. Hardware and Software Configuration Item Document(s)
- o. Certification and Accreditation Process Documents
- p. System and Software Tracking Metrics
- q. Data management plan for unclassified, Law Enforcement Sensitive and classified data sets including the segregation of data as required by Government regulations, statutes or directives
- r. Baseline project documents in project CM library
- s. Baseline C3I System Design (configuration control)
- t. Modeling and analysis results of system effectiveness
- u. Toolbox availability and compatibility with the CBP/DHS TRM
- v. Technology Insertions (TIs) into the CBP and DHS TRM
- w. Technical performance parameters and alignment with A-Spec
- x. Deployment alternatives to address contingency planning to aid the Government in reducing risk related to future land acquisition and to minimize environmental impacts
- y. Recommended updates to documentation provided in the Management Task Order:
 - Project Plan
 - Configuration and Data Management (CM) Plan
 - System security planning documentation
 - Privacy Impact Assessment (PIA)
 - Risk Management Database/Plan
 - Life-cycle costs analysis
 - Logistics Supportability Analysis
 - Lessons Learned
 - Project documents in CM library.

(Reference Deliverables: C2I Software Requirements Specification and Related DOORS database, C2I Total Lifecycle Cost Analysis/Model, C2I Interface Control Document, Interface Requirements Specification, Requirements Traceability Matrix, Architecture Description Document, Enterprise Data Management Plan, Software Quality Assurance Plan, Coding

Standard Documentation, Software Development Folder, Security C&A Package, C2I Development Lessons-Learned, Software Test Plan, Intermediate Test Requirements, Intermediate Test Cases, Intermediate Test Procedures, C2I Software Design Document, Software Design Description, Database Design Document, Interface Design Description, Spiral Software Deliverable Version Description Document, Intermediate Test Results, Process Audit Checklists/Records, Software Unit Test Requirements, Software Unit Test Procedures, Installation Plan, Design Acceptance Document)

5.3.1.2 Construction (Stage 4)

During this stage, the requirements and design developed during the previous stages shall be translated by the contractor into operational work products (e.g., source code and databases). The contractor shall conduct unit and integration testing on these work products and code with the involvement of CBP supporting organizations until the system is ready for system acceptance testing (SAT). Also, the contractor shall be fully responsible for delivery and installation of the software to assure proper operation and integration.

Construction activities shall include but not be limited to:

- a. Development of the System Acceptance Test Plan
- b. Documentation of Work Products
- c. Unit/Integration Testing
- d. Draft User Documentation and Training Material Outlines
- e. Development of and updates to Deployment Plan(s)
- f. Development of Data Center Operations Manual(s)
- g. Development of Training Software and Simulation Operations Manuals
- h. Turnover Package Preparation
- i. Conduct of Test Readiness Review(s) (TRR)

(Reference Deliverables: C2I Software Requirements Specification and Related DOORS database, C2I Total Lifecycle Cost Analysis/Model, C2I Interface Control Document, Interface Requirements Specification, Requirements Traceability Matrix, Architecture Description Document, Software Development Folder, Security C&A Package, C2I Development Lessons-Learned, Software Test Plan, Intermediate Test Requirements, Intermediate Test Cases, Intermediate Test Procedures, C2I Software Design Document, Software Design Description, Database Design Document, Interface Design Description, Spiral Software Deliverable Version Description Document, Intermediate Test Results, Process Audit Checklists/Records, Software Unit Test Requirements, Software Unit Test Procedures, Installation Plan, Software Unit Test Results, C2I Code Library, C2I Performance Metrics Report, User Manual, Operator Manual, Training Materials)

5.3.1.3 Acceptance and Readiness (Stage 5)

The purpose of this stage is to successfully complete system acceptance testing and user acceptance testing (SAT and UAT) and move the new system into the CBP and DHS enterprise production environment. SAT involves testing the system to assure that it interfaces properly with other automated systems within the CBP and DHS intelligence enterprise

environment. During this stage, independent testers and the users test the system to assure that the developers have delivered a system that meets the needs stated in the functional and technical requirements. Security Certification and Accreditation shall also be obtained during this stage. After the Production Readiness Review (PRR), the new system is moved into the CBP Production environment in preparation for operational implementation. While the system is now in the Production environment, it has not yet been transitioned to full operation.

Contractor support for activities during this transition stage shall include:

- a. Deployment (including retrofit to previous baselines) of the C2I software to geographic area command center(s), data processing center(s), service center(s), and training center(s) as required by the Government
- b. Implementing the system, including site preparations, infrastructure installation/deployment, data conversions, and scheduling as necessary to make the new system available to the general users
- c. Database and system code installation into the Production environment
- d. Field testing and parallel operations as required
- e. Establishing CBP performance architecture baselines (includes project performance measures)
- f. Support for configuration audits
- g. Finalizing User Documentation and Training Materials
- h. Documenting project experiences and lessons learned

(Reference Deliverables: C2I Software Requirements Specification and Related DOORS database, C2I Total Lifecycle Cost Analysis/Model, C2I Interface Control Document, Interface Requirements Specification, Requirements Traceability Matrix, Architecture Description Document, Software Development Folder, Security C&A Package, C2I Development Lessons-Learned, Software Test Plan, Intermediate Test Requirements, Intermediate Test Cases, Intermediate Test Procedures, C2I Software Design Document, Software Design Description, Database Design Document, Interface Design Description, Spiral Software Deliverable Version Description Document, Intermediate Test Results, Process Audit Checklists/Records, Software Unit Test Requirements, Software Unit Test Procedures, Installation Plan, Software Unit Test Results, C2I Code Library, C2I Performance Metrics Report, User Manual, Operator Manual, Training Materials, Software Maintenance Procedures)

5.3.1.4 Operations (Stage 6)

During operations, the system is in general use throughout the DHS border security agencies. This stage consists of activating and rolling out the system plus the activities to monitor performance of the system in production and assure continuity of operations.

Contractor performance during this stage shall include:

- a. System Performance monitoring and management feedback
- b. Tracking and reporting of system performance statistics, costs, and resource allocations
- c. Managing and operating the communications and computing networks and infrastructure specific to the C3I system (NOC)

- d. Security management and monitoring of the communications and computing networks and infrastructure specific to the C3I system (SOC)
- e. Detecting and addressing defects in training, application, operation, and local systems
- f. Assessing the system's efficiency and effectiveness to determine if the investment was cost beneficial and achieved the planned functionality
- g. Managing and addressing system and infrastructure problems
- h. Recovering from system and infrastructure problems
- i. Implementing system and infrastructure changes

(Reference Deliverables: Software Support and Maintenance Plan, Software Maintenance Procedures, C2I System Performance Metrics Report, Software Metrics Report, C2I Total Lifecycle Cost Analysis/Model)

5.3.2 Release 2

The contractor shall accomplish all the activities required as stated for Release 1 (paragraph 5.2.1) for the second release of the C2I system. Release 2 shall be integrated with, and available to support the SBI^{net} geographic area lay-down/deployment projects scheduled to be deployed after the planned operational date of Release 2. The contractor shall also support the deployment/retrofit of Release 2 to prior deployment projects as part of the operations phase of the release.

5.3.2.1 Requirements and Design Activities (CBP SLC Stages 2 and 3)

See Paragraph 5.2.1.1.

5.3.2.1.1 Prototype Development

See Paragraph 5.2.1.1.1.

5.3.2.1.2 Requirements Development

See Paragraph 5.2.1.1.2.

5.3.2.1.3 Test Planning

See Paragraph 5.2.1.1.3.

5.3.2.1.4 Preliminary Design

See Paragraph 5.2.1.1.4.

5.3.2.1.5 Detailed Design

See Paragraph 5.2.1.1.5.

5.3.2.2 Construction (Stage 4)

See Paragraph 5.2.1.2.

5.3.2.3 Acceptance and Readiness (Stage 5)

See Paragraph 5.2.1.3.

5.3.2.4 Operations (Stage 6)

See Paragraph 5.2.1.4.

5.3.3 Release 3

The contractor shall accomplish all the activities required as stated for Release 1 (paragraph 5.2.1) for the third release of the C2I system. Release 3 shall be integrated with, and available to support the SBI*net* geographic area lay-down/deployment projects scheduled to be deployed after the planned operational date of Release 3. The contractor shall also support the deployment/retrofit of Release 3 to prior deployment projects as part of the operations phase of the release.

5.3.3.1 Requirements and Design Activities (CBP SLC Stages 2 and 3)

See Paragraph 5.2.1.1.

5.3.3.1.1 Prototype Development

See Paragraph 5.2.1.1.1.

5.3.3.1.2 Requirements Development

See Paragraph 5.2.1.1.2.

5.3.3.1.3 Test Planning

See Paragraph 5.2.1.1.3.

5.3.3.1.4 Preliminary Design

See Paragraph 5.2.1.1.4.

5.3.3.1.5 Detailed Design

See Paragraph 5.2.1.1.5.

5.3.3.2 Construction (Stage 4)

See Paragraph 5.2.1.2.

5.3.3.3 Acceptance and Readiness (Stage 5)

See Paragraph 5.2.1.3.

5.3.3.4 Operations (Stage 6)

See Paragraph 5.2.1.4.

5.3.4 Release 4

The contractor shall accomplish all the activities required as stated for Release 1 (paragraph 5.2.1) for the fourth release of the C2I system. Release 4 shall be integrated with, and available to support the SBI*net* geographic area lay-down/deployment projects scheduled to be deployed after the planned operational date of Release 4. The contractor shall also support the deployment/retrofit of Release 4 to prior deployment projects as part of the operations phase of the release.

5.3.4.1 Requirements and Design Activities (CBP SLC Stages 2 and 3)

See Paragraph 5.2.1.1.

5.3.4.1.1 Prototype Development

See Paragraph 5.2.1.1.1.

5.3.4.1.2 Requirements Development

See Paragraph 5.2.1.1.2.

5.3.4.1.3 Test Planning

See Paragraph 5.2.1.1.3.

5.3.4.1.4 Preliminary Design

See Paragraph 5.2.1.1.4.

5.3.4.1.5 Detailed Design

See Paragraph 5.2.1.1.5.

5.3.4.2 Construction (Stage 4)

See Paragraph 5.2.1.2.

5.3.4.3 Acceptance and Readiness (Stage 5)

See Paragraph 5.2.1.3.

5.3.4.4 Operations (Stage 6)

See Paragraph 5.2.1.4.

5.3.5 Release 5

The contractor shall accomplish all the activities required as stated for Release 1 (paragraph 5.2.1) for the fourth release of the C2I system. Release 5 shall be integrated with, and available to support the SBI*net* geographic area lay-down/deployment projects scheduled to be deployed after the planned operational date of Release 5. The contractor shall also support the deployment/retrofit of Release 5 to prior deployment projects as part of the operations phase of the release.

5.3.5.1 Requirements and Design Activities (CBP SLC Stages 2 and 3)

See Paragraph 5.2.1.1.

5.3.5.1.1 Prototype Development

See Paragraph 5.2.1.1.1.

5.3.5.1.2 Requirements Development

See Paragraph 5.2.1.1.2.

5.3.5.1.3 Test Planning

See Paragraph 5.2.1.1.3.

5.3.5.1.4 Preliminary Design

See Paragraph 5.2.1.1.4.

5.3.5.1.5 Detailed Design

See Paragraph 5.2.1.1.5.

5.3.5.2 Construction (Stage 4)

See Paragraph 5.2.1.2.

5.3.5.3 Acceptance and Readiness (Stage 5)

See Paragraph 5.2.1.3.

5.3.5.4 Operations (Stage 6)

See Paragraph 5.2.1.4.

5.4 Management of Technical Reviews

As a minimum, the Contractor shall host the following reviews (Table 1) to support the C3I development effort:

Table 1. C3I Reviews

Review	Schedule*
C3I Kick off Meeting	15
Release 0.5 Requirements Review	15
Release 0.5 Design Review	30
Architecture Framework Review	60
Release 0.5 Test Readiness Review	90
Release 0.5 Production/Operational Readiness Review	135
Release 1.0 Use Case Review	90
Release 1.0 Subsystem Design Review	135
Release 1.0 Spiral Design Review	170
Release 1.0 Test Readiness Review	215
Release 1.0 System Acceptance Test	260
Release 1.0 User Acceptance Test	305
Release 1.0 Production/Operational Readiness Review	350
*Calendar Days after Task Award	

In addition, Contractor shall perform a number of trade study reviews as mutually agreed upon with the Government. For each technical review, the Contractor shall be responsible for:

- a. Ensuring all non-Government participants hold the proper clearance for the meeting and the meeting location provides the appropriate security measures for the information to be discussed
- b. Providing computer, voice and video conference access with security measures appropriate for the information discussed during the meeting
- c. Providing the Government with copies of presentation materials at least 5 working days prior to the review

- d. Capturing meeting minutes and action items sufficient to document the Government's decision making process, and providing the minutes to the Government within 5 working days after the review.

The Contractor's key personnel shall be available for interim ad-hoc meetings and regularly scheduled meetings with Government representatives either by phone or at the Contractor's facility to resolve issues and action items and engage the Government in the development of the area-specific design and to assure proper project planning per DHS MD 5100.

(Reference Deliverables: Trade Study Report)

5.4.1 C3I Kick-Off Meeting

During the C3I Kick-Off Meeting, the contractor shall present a project schedule, project teams and key team members, and detailed plan for the development of the C3I system. In addition, the contractor shall present the trade-study plan and activities for Government review and approval.

(Reference Deliverables: Spiral Build Plan, Integrated Master Plan-Updates to Management TO, Integrated Master Schedule-Updates to Management TO)

5.4.2 Release 0.5 Requirements Review (R0.5 RR)

The detailed requirements for the Release 0.5 C2I ICA system shall be presented by the contractor during the Requirements Review. At the conclusion of the review, the Government may approve the requirements and authorize the contractor to proceed with the design effort. The information to be presented by the contractor during this review shall include, but not be limited to the following:

- a. Functional and Technical Requirements Documents
- b. Interface Control Document
- c. Requirements Certification Form
- d. Requirements Traceability Matrix (RTM)
- e. Security Information (Maintained in DHS Risk Management System (RMS))
- f. Interconnection Security Agreements, if applicable
- g. Inputs for Architecture Alignment and Assessment (AAA) design criteria
- h. Recommended updates to documentation provided in the Management Task Order as follows:
 - Project plan
 - QA Plan
 - Work Breakdown Structure
 - System security planning documentation
 - Privacy Impact Assessment (PIA)
 - Risk Management Database/Plan

- Action Item Database
- Logistics supportability analysis
- Training Requirements and Plan
- Lessons Learned
- CM and Data Management Plan
- Project documents in CM library

(Reference Deliverables (Release 0.5 Specific): C2I Software Requirements Specification and Related DOORS database, C2I Interface Control Document(s), Interface Requirements Specification, Requirements Traceability Matrix, Architecture Description Document, Software Development Folder, Security C&A Package, C2I Development Lessons-Learned, Software Test Plan)

5.4.3 Release 0.5 Design Review (R0.5 DR)

The detailed design for the Release 0.5 C2I ICA system shall be presented by the contractor during the Design Review. At the conclusion of the review, the Government may approve the detailed design and authorize the contractor to proceed with integration and testing. The information to be presented by the contractor during this review shall include, but not be limited to the following:

- a. Functional and Technical Requirements Documents
- b. Interface Control Document
- c. Requirements Certification Form
- d. Requirements Traceability Matrix (RTM)
- e. Security Information (Maintained in DHS Risk Management System (RMS))
- f. Interconnection Security Agreements, if applicable
- g. System Test Plan
- h. Implementation Plan
- i. Deployment Plan
- j. C3I System Design and Subsystem ID Assignments (Functional Analysis and Allocation)
- k. Results of stakeholder Review(s)/ walkthroughs of System Design
- l. Data Management Plan (including Data Model and DDL)
- m. System Design Documents
- n. Training documents
- o. Inputs for Architecture Alignment and Assessment (AAA) design criteria
- p. Recommended updates to documentation provided in the Management Task Order as follows:

- Project plan
- QA Plan
- Work Breakdown Structure
- System security planning documentation
- Privacy Impact Assessment (PIA)
- Risk Management Database/Plan
- Action Item Database
- Life-cycle costs analysis
- Logistics supportability analysis
- Training Requirements and Plan
- Lessons Learned
- CM and Data Management Plan
- Project documents in CM library

(Reference Deliverables (Release 0.5 Specific): C2I Software Requirements Specification and Related DOORS database, C2I Interface Control Document, Interface Requirements Specification, Requirements Traceability Matrix, Architecture Description Document, Software Development Folder, Security C&A Package, C2I Development Lessons-Learned, Software Test Plan, Intermediate Test Requirements, Intermediate Test Cases, Intermediate Test Procedures, C2I Software Design Document, Software Design Description, Database Design Document, Interface Design Description, Spiral Software Deliverable Version Description Document, Intermediate Test Results, Process Audit Checklists/Records, Software Unit Test Requirements, Software Unit Test Procedures, Installation Plan, Software Unit Test Results, C2I Code Library, C2I Performance Metrics Report, User Manual, Operator Manual, Training Materials)

5.4.4 Release 0.5 Contractor Integration/Test Demonstration

The contractor shall demonstrate key user interfaces, operator CONOPs for use cases of interest, and other capabilities in development or under evaluation, as available. The Contractor shall plan at least one demonstration, and shall support additional informal demonstrations on a non-interference of schedule basis.

(Reference Deliverables: Presentation Materials)

5.4.5 Release 0.5 Test Readiness Review (R0.5 TRR)

The Contractor shall support Release 0.5 Test Readiness Review (TRR) prior to final certification testing. Following the certification test, the baselined software will be deployed to the Support Environment.

(Reference Deliverables (Release 0.5 Specific): C2I Software Requirements Specification and Related DOORS database, C2I Interface Control Document, Interface Requirements Specification, Requirements Traceability Matrix, Architecture Description Document, Software

Development Folder, Security C&A Package, C2I Development Lessons-Learned, Software Test Plan, Intermediate Test Requirements, Intermediate Test Cases, Intermediate Test Procedures, C2I Software Design Document, Software Design Description, Database Design Document, Interface Design Description, Spiral Software Deliverable Version Description Document, Intermediate Test Results, Process Audit Checklists/Records, Software Unit Test Requirements, Software Unit Test Procedures, Installation Plan, Software Unit Test Results, C2I Code Library, C2I Performance Metrics Report, User Manual, Operator Manual, Training Materials, Software Maintenance Procedures)

5.4.6 Release 0.5 Production/Operational Readiness Review (R0.5 P/ORR)

In the Support Environment, the Contractor shall configure the base-lined Release 0.5 release and its associated databases and configuration parameters into the Production Configuration. The Contractor shall perform regression testing of the specific deployment (e.g. BMGR, Texas Mobile). The Contractor shall perform a Production Readiness Review (PRR) prior to deployment of the software to the field site.

Following deployment of the Spiral to the production site, the Contractor shall perform regression testing. The Contractor shall support site integration and System Acceptance Test, and shall maintain configuration management of the Spiral Software throughout this process. The Contractor shall support an Operational Readiness Review after successful installation, integration, and SAT.

(Reference Deliverables (Release 0.5 Specific): Software Support and Maintenance Plan, Software Maintenance Procedures, C2I System Performance Metrics Report, Software Metrics Report)

5.4.7 Architecture Framework Review (R1 AFR)

The contractor shall present the Operational, System, and Technical Views of the C3I architecture. This review shall address the expected use/mix of Commercial-off-the-Shelf (COTS), Government-off-the-Shelf (GOTS), and developmental hardware, software, and interfaces and the contractor's assumptions related to the Government's responsibilities in providing C3I and training facilities and capabilities.

(Reference Deliverables: Enterprise Data Management Plan, Architecture Description Document, Trade Study Report)

5.4.8 Use-Case Review/Design "Walk-thru" (R1 UCR)

The contractor shall present the detailed design architecture of the SBI^{net} C3I system, including, but not limited to: interfaces, data processing, data storage, decision processes, pseudo-code, and system models.

(Reference Deliverables: Software Development Plan, Spiral Build Plan, Architecture Description Document, Software Quality Assurance Plan, Coding Standard Documentation, Software Development Folder, Security C&A Package, C2I Development Lessons-Learned, C2I CONOPS-Updates to PM TO, C2I Software Requirements Specification and Related DOORS database, C2I Total Lifecycle Cost Analysis/Model, C2I Interface Control Document, Interface Requirements Specification, Requirements Traceability Matrix)

5.4.9 Sub-system Design Review (R1 SDDR)

The contractor shall present the detailed design, including code and unit test results (typically of sample data) of software and hardware configuration items to be used in the C3I systems.

(Reference Deliverables: C2I Software Requirements Specification and Related DOORS database, C2I Total Lifecycle Cost Analysis/Model, C2I Interface Control Document, Interface Requirements Specification, Requirements Traceability Matrix, Architecture Description Document, Enterprise Data Management Plan, Software Quality Assurance Plan, Coding Standard Documentation, Software Development Folder, Security C&A Package, C2I Development Lessons-Learned, Software Test Plan, Intermediate Test Requirements, Intermediate Test Cases, Intermediate Test Procedures, C2I Software Design Document, Software Design Description, Database Design Document, Interface Design Description, Spiral Software Deliverable Version Description Document, Intermediate Test Results, Process Audit Checklists/Records, Software Unit Test Requirements, Software Unit Test Procedures, Installation Plan)

5.4.10 Spiral Design Review

The detailed requirements, and design for an integrated SBI^{net} C3I capability shall be presented by the contractor during the Spiral Design Review. At the conclusion of the review, the Government may approve the detailed design and authorize the contractor to proceed with C3I construction and deployment (SLC Stages 5 and 6). The information to be presented by the contractor during this review shall include, but not be limited to the following:

- a. Functional and Technical Requirements Documents
- b. Interface Control Document
- c. Requirements Certification Form
- d. Requirements Traceability Matrix (RTM)
- e. Security Information (Maintained in DHS Risk Management System (RMS))
- f. Interconnection Security Agreements, if applicable
- g. System Test Plan
- h. Implementation Plan
- i. Deployment Plan
- j. Results of comparative analysis, and assessment of similar candidate systems (DHS and other stakeholders) that provide C3I capabilities
- k. C3I System Design and Subsystem ID Assignments (Functional Analysis and Allocation)
- l. Results of stakeholder Review(s)/ walkthroughs of System Design
- m. Data Management Plan (including Data Model and DDL)
- n. System Design Documents
- o. Training and training simulation software documents
- p. Inputs for Architecture Alignment and Assessment (AAA) design criteria

- q. Recommended updates to documentation provided in the Management Task Order as follows:
- Project plan
 - QA Plan
 - Work Breakdown Structure
 - System security planning documentation
 - Privacy Impact Assessment (PIA)
 - Risk Management Database/Plan
 - Action Item Database
 - Life-cycle costs analysis
 - Logistics supportability analysis
 - Training Requirements and Plan
 - Lessons Learned
 - CM and Data Management Plan
 - Project documents in CM library

(Reference Deliverables: C2I Software Requirements Specification and Related DOORS database, C2I Total Lifecycle Cost Analysis/Model, C2I Interface Control Document, Interface Requirements Specification, Requirements Traceability Matrix, Architecture Description Document, Software Development Folder, Security C&A Package, C2I Development Lessons-Learned, Software Test Plan, Intermediate Test Requirements, Intermediate Test Cases, Intermediate Test Procedures, C2I Software Design Document, Software Design Description, Database Design Document, Interface Design Description, Spiral Software Deliverable Version Description Document, Intermediate Test Results, Process Audit Checklists/Records, Software Unit Test Requirements, Software Unit Test Procedures, Installation Plan, Software Unit Test Results, C2I Code Library, C2I Performance Metrics Report, User Manual, Operator Manual, Training Materials)

5.4.11 Prototype Demonstration

The contractor shall develop prototype demonstrations at the RAD/JAD facility for each planned Spiral. The prototype shall demonstrate key user interfaces, operator CONOPs for use cases of interest, and other capabilities in development or under evaluation, as available. The Contractor shall plan at least two scheduled demonstrations per spiral, and shall support additional informal demonstrations on a non-interference of schedule basis.

(Reference Deliverables: Presentation Materials)

5.4.12 Test Readiness Review (R1 TRR)

The Contractor shall support Test Readiness Reviews (TRR). The Contractor shall support a Spiral TRR prior to final certification testing of a spiral build in the RAD/JAD facility. Following the certification test, the baselined Spiral will be deployed to the Support Environment.

(Reference Deliverables: C2I Software Requirements Specification and Related DOORS database, C2I Total Lifecycle Cost Analysis/Model, C2I Interface Control Document, Interface Requirements Specification, Requirements Traceability Matrix, Architecture Description Document, Software Development Folder, Security C&A Package, C2I Development Lessons-Learned, Software Test Plan, Intermediate Test Requirements, Intermediate Test Cases, Intermediate Test Procedures, C2I Software Design Document, Software Design Description, Database Design Document, Interface Design Description, Spiral Software Deliverable Version Description Document, Intermediate Test Results, Process Audit Checklists/Records, Software Unit Test Requirements, Software Unit Test Procedures, Installation Plan, Software Unit Test Results, C2I Code Library, C2I Performance Metrics Report, User Manual, Operator Manual, Training Materials, Software Maintenance Procedures)

5.4.13 Production/Operational Readiness Review (R1 P/ORR)

In the Support Environment, the Contractor shall configure the base-lined Spiral and its associated databases and configuration parameters into the Production Configuration for a given deployment. The Contractor shall perform regression testing of the Spiral Build for the specific deployment. The Contractor shall perform a Production Readiness Review (PRR) prior to deployment of the software to the field site.

Following deployment of the Spiral to the production site, the Contractor shall perform regression testing of the Spiral. The Contractor shall support site integration and System Acceptance Test, and shall maintain configuration management of the Spiral Software throughout this process. The Contractor shall support an Operational Readiness Review after successful installation, integration, and SAT.

(Reference Deliverables: Software Support and Maintenance Plan, Software Maintenance Procedures, C2I System Performance Metrics Report, Software Metrics Report, C2I Total Lifecycle Cost Analysis/Model)

5.5 Stakeholder Briefings

The Contractor shall develop and present top-level briefings to Government stakeholders on the results of the Architecture Framework Review, Use-Case Review, and Spiral Design Review.

(Reference Deliverables: Presentation Materials)

5.6 Task Order Management

The contractor shall submit an initial Integrated Master Plan (IMP), CDRL ----), without narratives, as well as a resource loaded Integrated Master Schedule (IMS), CDRL ---, that follows guidance contained in the DoD IMP and IMS Preparation and Use Guide dated October 2005. The initial IMP and IMS shall be developed and submitted with the firm proposal for this task order, or with prior advance authorization commitment, and shall be revised to incorporate acceptable review comments received not later than 15 days following the submittal. The IMS shall be compliant with Data Item Description DI-MGMT-81650. The Contractor shall submit initial control account budgets with the IMP and IMS submittal. Following contract negotiations, the contractor shall revise its IMP, IMS, and control account budgets based on changes agreed to during negotiations. This and related baseline material shall be re-submitted to the PMO ten calendar days prior to the joint Integrated Baseline Review (IBR), which shall be hosted by the contractor not later than 45 calendar days after

completion of contract negotiations. Upon successful completion of the IBR, this material shall represent the Contractor's plan and baseline for implementation and management of this Task Order.

The Contractor shall submit monthly Contract Performance Reports (CPRs), Formats 1 Thru 5, (CDRL F052) in accordance with Data Item Description DI-MGMT-81466A dated March 2005. The first month's CPR period end date shall reflect the close of the Contractor's first accounting cycle following Task Order award. CPRs shall reflect the cost and schedule performance for the Task Order and shall contain Variance Analysis Reports (VARs) for those control accounts that break the SBI^{net} cost and schedule variance thresholds, including narrative explanation of the cause and the corrective action plan ("get-well plan"). The Contractor shall present this information to the Government on a monthly basis following the submittal of the monthly CPR and at least 3 business days in advance of the monthly Program Management Review.

(Reference Deliverables: Integrated Master Plan—Updates to Management TO, Integrated Master Schedule—Updates to Management TO, Contract Performance Report)

5.6.1 Project management

The Contractor shall provide on-site coordination and administrative support to execute this task order.

Weekly Project management meetings shall be held as required at a location mutually agreed upon between the Contractor and the Contracting Officer (CO) or his representative.

For meetings and reviews the contractor shall take notes, record and track action items and issues.

At the close of the meeting or review, the contractor and the senior Government representative present shall agree upon action items and issues. The contractor shall provide either electronic copies or online access within a common Government/Contractor database within 96 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.

The contractor shall ensure that COP C3I performance is rolled-up into the monthly program management reviews for the overall SBI^{net} deployment.

The contractor shall provide a COP C3I System Deployment Plan.

5.6.2 Business Management

The contractor shall perform the following Business Management activities in support and performance of COP C3I.

The Contractor COP C3I Business Management representative shall coordinate and report COP C3I information, including C3I Earned Value Management, utilizing the same electronic reporting system and business team meetings as used and approved under the SBI^{net} Management Task Order. The results of these meetings shall be reviewed by the SBI^{net} System Program Office (SPO) and the contractor, and reported as part of the contract-level Monthly Program Reviews. The contractor shall designate a Contracts Administrator as the single point of contact for contractual matters. The Contract administrator shall have the responsibility and authority to represent and commit the contractor's organization on contract-

related program issues. Business Management will report task order information utilizing reports from Boeing IDS Cost-Schedule Reporting Tool (CSPR).

Contracts administrator manager shall perform general contract administration support during the period of performance of the program. The administrator shall serve as the customer focal point for contractual matters. The administrator shall support program reviews. The administrator shall issue and track correspondence items (incoming and outgoing) and submit any additional proposals and/or Engineering Change Proposals. The administrator shall perform obligation analysis to assess the impact of change activity with regard to scope, change board activities, funding requirements, and export compliance activities.

5.6.3 Supplier Management and Procurement

The contractor shall provide direction for suppliers working on-site. The contractor shall monitor, control, and report the plans, schedules, budgets, and variances associated with suppliers working on BMGR P37BC in support of contract-level performance reviews. The contractor shall report on supplier performance and achievements against the relevant BMGR P37BC schedule and cost metrics.

5.6.4 Risk Management

The Contractor shall implement proactive risk management in accordance with an approved update to the contract-level Risk Management Plan (RMP), tailored to the *SBI*net program objectives. The Contractor shall ensure that project risks are actively managed and coordinated with the *SBI*net SPO risk manager, and also reviewed at the contract-level Risk Management Board for overall *SBI*net impacts and lessons learned. The Contractor shall link risks into the contract level risk database to provide CBP with both a standalone C3I risk assessment as well as an overall *SBI*net risk assessment. The Contractor shall provide an overview of the management of C3I risks, issues, and mitigation plans, status of mitigation efforts, and results of mitigation at each Monthly Program Review and the monthly Risk Management Board meetings and include them as part of the monthly Program Report.

5.6.5 System Engineering

The Contractor shall provide the resources and skills necessary to assure that the implementation, inspection, and acceptance of deliverables are in accordance with the detailed design and acceptance plan.

The contractor shall maintain configuration identification, configuration/change control, configuration status accounting, and configuration audits of deliverables for the COP C3I in accordance with the *SBI*net SPO Configuration and Data Management Plan, and enter this data into its *SBI*net database.

The contractor shall provide Software Design documentation package; as required.

6 Schedule and Deliverables

6.1 Period of Performance

The period of performance for this task order is from the date of award for a base period of one year, with two one-year options periods.

6.2 Description of Deliverables

6.2.1 RAD/JAD Facility

This deliverable shall provide the facility requirements and approach for to establish and operate the software development environment during SBI^{net} development. Sustainment requirement

6.2.2 Intelligence System/Segment Plan

This deliverable shall document the requirements and plan resulting from the effort conducted under paragraph 5.2.5.2.

6.2.3 C3I Communications System Plan

This deliverable shall document the requirements and plan resulting from the effort conducted under paragraph 5.1.5.3.

6.2.4 C2I Total Lifecycle Cost Analysis / Model

This deliverable shall provide a model (within a tool such as Microsoft™ Excel™) and the supporting documentation as necessary to provide the Government a basis of estimate to support costs associated with developing, deploying, maintaining, and retiring the C2I system delivered as a result of this task order.

6.2.5 Software Support & Maintenance Plan

This deliverable shall document the plan for releasing, deploying, installing, maintaining, upgrading, and transitioning the software delivered as a result of this task order.

6.2.6 Trade Study Report

This deliverable shall document the results of any trade studies conducted by the contractor in support of developing and delivering the system.

6.2.7 C2I Interface Control Document

This deliverable shall document the responsible parties, associated specifications, and processes for developing and maintaining each external interface to the system.

6.2.8 Software Maintenance Procedures

At minimum, this deliverable shall document the processes and procedures for maintaining software releases, including the steps necessary for repairing/patching software, regression testing, associated configuration control (check-in, check-out) procedures, deployment, installation, and checkout.

6.2.9 Training Materials

This deliverable shall provide the training materials necessary for system administrators (data centers, command centers) to support the actions necessary for installing releases, patches; and troubleshooting the system.

6.2.10 C2I Code Library (Including License Documentation)

This deliverable shall provide the code library and associated hosting/configuration management environment resulting from the effort under this task order. This library shall also

include license/warranty documentation associated with software and hardware purchased (COTS) under this task order.

6.2.11 C2I System Performance Metrics Report

At minimum, this deliverable shall include periodic reports on the performance of software development, operational status, repairs/patches, and storage capacity used/available.

6.2.12 Contract Data Requirements List (CDRL)

The contractor shall deliver CDRL items in accordance with the instructions listed in Table 2 below:

Table 2. Contract Data Requirements List

CDRL#	Title	Freq.	Initial	Update(s)	Final	Approval Required	Preparation / Delivery Instructions	DID/SOW	SLC	Boeing
F004	Software Quality Assurance Plan	Initial+2	At Kick Off Meeting	15 DPT R1 UCR	15 DPT R1 SDR	Yes	Contractor format acceptable following content outline in BPI-3319. Delivery will be electronically.			BPI-3319
F010	Network Operations Center Plan	Initial+2	15 DPT R0.5 RR	15 DPT R1 UCR	15 DPT R1 SAT	Yes	Contractor format acceptable. Delivery will be electronically.			5.2.5.4.3
F011	Security Operations Center Plan	Initial+2	15 DPT R0.5 RR	15 DPT R1 UCR	15 DPT R1 SAT	Yes	Contractor format acceptable. Delivery will be electronically.			5.2.5.4.4
F012	Configuration and Data Management Plan	Initial+1	At Kick Off Meeting	N/A	15 DPT R1 AFR	No	Contractor format acceptable. Delivery will be electronically.	X		
F014	C2I Training Plan	Initial+3	15 DPT R0.5 DR	15 DPT R0.5 TRR R1 SDR	15 DPT R1 TRR	Yes	Contractor format acceptable following content outline in SLC. Delivery will be electronically.	X		
F028 C2I	CONOPS	Initial+1	15 DPT R1 AFR	N/A	15 DPT R1 UCR	Yes	Contractor format acceptable. Delivery will be electronically.			Contractor Defined
F052	Contract Performance Report (Formats 1 thru 5)	MTHLY	15 DARP	N/A	15 DARP	No	Delivery will be electronically.	DI-MGMT-81466A		
F055	Release 0.5 C2I Interface Control Document	1-Time	At R0.5 P/ORR	N/A N/A		No	Contractor format acceptable. Delivery will be electronically.	6.2.7		
F055	Release 1.0 C2I Interface Control Document	Initial+1	At R1 UCR	N/A	At R1 TRR	No	Contractor format acceptable. Delivery will be electronically.	6.2.7		
F061	Release 0.5 Spiral Build Plan	1-Time	At Kick Off Meeting	N/A N/A		No	Contractor format acceptable. Delivery will be electronically.			Contractor Defined
F061	Release 1.0 Spiral Build Plan	1-Time	At R1 UCR	N/A N/A		No	Contractor format acceptable. Delivery will be electronically.			Contractor Defined
F062	Software Development Plan (SDP)	Initial+1	At Kick Off Meeting	N/A	15 DPT R1 UCR	Yes	Contractor format acceptable following content outline in ART-423. Delivery will be electronically.	DI-IPSC-81427		ART-423

CDRL#	Title	Freq.	Initial	Update(s)	Final	Approval Required	Preparation / Delivery Instructions	DID/SOW	SLC	Boeing
F063	Coding Standard Documentation	Initial+1	15 DPT R1 UCR	N/A	15 DPT R1 SDR	No	Contractor format acceptable following content outline in ART-413. Delivery will be electronically.			ART-413
F064	Enterprise Data Management Plan Version 1	Initial+1	15 DPT R0.5 DR	N/A	15 DPT R0.5 P/ORR	No	Contractor format acceptable following content outline in SLC. Delivery will be electronically.	X		
F064	Enterprise Data Management Plan Version 2	Initial+1	At R1 SDR	N/A	15 DPT R1 P/ORR	No	Contractor format acceptable following content outline in SLC. Delivery will be electronically.	X		
F065	Intelligence System/Segment Plan Version 1	Initial+1	15 DPT R0.5 DR	N/A	15 DPT R0.5 P/ORR	Yes	Contractor format acceptable. Delivery will be electronically.	6.2.2		
F065	Intelligence System/Segment Plan Version 2	Initial+1	At R1 SDR	N/A	15 DPT R1 P/ORR	Yes	Contractor format acceptable. Delivery will be electronically.	6.2.2		
F066	C3I Communications System Plan Version 1	Initial+1	15 DPT R0.5 DR	N/A	15 DPT R0.5 P/ORR	No	Contractor format acceptable. Delivery will be electronically.	6.2.3		
F066	C3I Communications System Plan Version 2	Initial+1	At R1 SDR	N/A	15 DPT R1 P/ORR	No	Contractor format acceptable. Delivery will be electronically.	6.2.3		
F067	Release 0.5 Architecture Description Document (ADD)	1-Time	At R0.5 RR	N/A N/A		Yes	Contractor format acceptable following content outline in SEMP 3.3.2.		Briefing	
F067	Release 1.0 Architecture Description Document (ADD)	Initial+3	15 DPT R1 AFR	15 DPT R1 SDR	15 DPT R1 TRR	Yes	Contractor format acceptable following content outline in SEMP 3.3.2. Delivery will be electronically.			SEMP 3.3.2
F068	Release 1.0 C2I Implementation Plan	1-Time	At R1 AFR	N/A N/A		No	Contractor format acceptable. Delivery will be electronically.	X		
F069	C2I Total Lifecycle Cost Analysis / Model	Initial+4	At R0.5 RR	At R1 AFR R1 SDR R1 TRR	At R1 P/ORR	Yes	Contractor format acceptable following content outline in SLC. Delivery will be electronically.	X		
F070	Software Support & Maintenance Plan	Initial+1	15 DPT R 0.5 P/ORR	N/A	15 DPT R1 P/ORR	Yes	Contractor format acceptable. Delivery will be electronically.	6.2.5		

CDRL#	Title	Freq.	Initial	Update(s)	Final	Approval Required	Preparation / Delivery Instructions	DID/SOW	SLC	Boeing
F071	Disaster Recovery/Contingency Plan	Initial+3	15 DPT R0.5 DR	15 DPT R1 SSSDR R1 TRR	15 DPT R1 P/ORR	No	Contractor format acceptable following content outline in SLC. Delivery will be electronically.	X		
F073	Release 0.5 Infrastructure Plan—C2I Facilities	Initial+1	At R0.5 RR	N/A	At R0.5 DR	No	Contractor format acceptable. Delivery will be electronically.	X		
F073	Release 1.0 Infrastructure Plan—C2I Facilities	Initial+1	15 DPT R1 AFR	N/A	15 DPT R1 SSSDR	No	Contractor format acceptable. Delivery will be electronically.	X		
F074	Infrastructure Plan—Data Centers	Initial+3	15 DPT R0.5 DR	15 DPT R1 SSSDR R1 TRR	15 DPT R1 P/ORR	No	Contractor format acceptable following content outline in SLC. Delivery will be electronically.	X		
F075	Trade Study Report	Initial+1 & AS REQ	15 DPT AFR	AS REQ	15 DPT R1 TRR	Yes	Contractor format acceptable. Delivery will be electronically.	6.2.6		
F076	Presentati on Materials	ASREQ	5 DPT Review	N/A	At Review	No	Contractor format acceptable. Delivery will be electronically.			Contractor Defined
F077	Release 0.5 Software Metrics Report	Initial+1	At R0.5 TRR	N/A	At R0.5 P/ORR	No	Contractor format acceptable following content outline in BPI-3322. Delivery will be electronically.			BPI-3322
F077	Release 1.0 Software Metrics Report	Initial+1	At R1 TRR	N/A	At R1 P/ORR	No	Contractor format acceptable following content outline in BPI-3322. Delivery will be electronically.			BPI-3322
F078	Release 0.5 Security C&A Package	Initial+1	15 DPT R0.5 DR	N/A	15 DPT R0.5 TRR	Yes	Contractor format acceptable following content outline in HB-1400-05C. Delivery will be electronically.		HB-1400-05C	
F078	Release 1.0 Security C&A Package	Initial+3	At R1 UCR	15 DPT R1 SSSDR R1 SDR	15 DPT R1 TRR	Yes	Contractor format acceptable following content outline in HB-1400-05C. Delivery will be electronically.		HB-1400-05C	
F079	Release 0.5 C2I Software Requirements Specification (DOORS Database)	Initial+2	At R0.5 RR	At R0.5 DR	At R0.5 TRR	Yes	Contractor format acceptable following content outline in ART-402. Delivery will be electronically.			ART-402

CDRL#	Title	Freq.	Initial	Update(s)	Final	Approval Required	Preparation / Delivery Instructions	DID/SOW	SLC	Boeing
F079	Release 1.0 C2I Software Requirements Specification (DOORS Database)...	Initial+3	At R1 AFR	At R1 SDR R1 SDR	At R1 TRR	Yes	Contractor format acceptable following content outline in ART-402. Delivery will be electronically.			ART-402
F081	Release 0.5 Interface Requirements Spec	Initial+1	At R0.5 RR	N/A	At R0.5 TRR	No	Contractor format acceptable following content outline in ART-403. Delivery will be electronically.			ART-403
F081	Release 1.0 Interface Requirements Spec	Initial+3	15 DPT R1 UCR	At R1 SDR R1 SDR	At R1 TRR	No	Contractor format acceptable following content outline in ART-403. Delivery will be electronically.			ART-403
F082	Release 0.5 Interface Design Descriptions	Initial +1	At R0.5 DR	N/A	At R0.5 TRR	No	Contractor format acceptable following content outline in ART-411. Delivery will be electronically.			ART-411
F082	Release 1.0 Interface Design Descriptions	Initial+2	At R1 SDR	15 DPT R1 SDR	At R1 TRR	No	Contractor format acceptable following content outline in ART-411. Delivery will be electronically.			ART-411
F083	Release 0.5 Spiral Software Deliverable / Version Description Document	Initial +1	15 DPT R0.5 DR	N/A	15 DPT R0.5 TRR	No	Contractor format acceptable following content outline in ART-414. Delivery will be electronically.			ART-414
F083	Release 1.0 Spiral Software Deliverable / Version Description Document	Initial+2	15 DPT R1 SDR	15 DPT R1 SDR	15 DPT R1 TRR	No	Contractor format acceptable following content outline in ART-414. Delivery will be electronically.			ART-414
F084	Release 0.5 Software Design Description	1-Time	At R0.5 DR	N/A N/A		No	PowerPoint briefing		Briefing	
F084	Release 1.0 Software Design Description	Initial+2	15 DPT R1 SDR	15 DPT R1 SDR	15 DPT R1 TRR	No	Contractor format acceptable following content outline in ART-406. Delivery will be electronically.	X		ART-406
F085	Release 0.5 Database Design Document	Initial +1	15 DPT R0.5 SDR	N/A	15 DPT R0.5 TRR	No	Contractor format acceptable following content outline in ART-435. Delivery will be electronically.		ERWIN diagram	

CDRL#	Title	Freq.	Initial	Update(s)	Final	Approval Required	Preparation / Delivery Instructions	DID/SOW	SLC	Boeing
F085	Release 1.0 Database Design Document	Initial+2	15 DPT R1 SDR	15 DPT R1 SDR	15 DPT R1 TRR	No	Contractor format acceptable following content outline in ART-435. Delivery will be electronically.			ART-435
F086	Release 0.5 Software Test Plan/Procedure/Descriptions	Initial+1	15 DPT R0.5 DR	N/A	15 DPT R0.5 TRR	Yes	Contractor format acceptable following content outline in ART-404. Delivery will be electronically.			ART-404
F086	Release 1.0 Software Test Plan	Initial+2	15 DPT R1 SDR	15 DPT R1 SDR	15 DPT R1 TRR	Yes	Contractor format acceptable following content outline in ART-404. Delivery will be electronically.			ART-404
F092	Release 0.5 Software Test Report	1-Time per test activity	30 DA R0.5 Test Event(s)	N/A N/A		No	Contractor format acceptable following content outline in ART-425. Delivery will be electronically.			ART-425
F092	Release 1.0 Software Test Report	1-Time per test activity	30 DA R1 Test Event(s)	N/A N/A		No	Contractor format acceptable following content outline in ART-425. Delivery will be electronically.			ART-425
F093	Release 0.5 Process audit checklists/records	Initial+1	15 DP R0.5 DR	N/A	15 DPT R0.5 TRR	No	Contractor format acceptable following content outline in BPI-3319. Delivery will be electronically.			BPI-3319
F093	Release 1.0 Process audit checklists/records	Initial+2	15 DP R1 SDR	15 DP R1 SDR	15 DPT R1 TRR	No	Contractor format acceptable following content outline in BPI-3319. Delivery will be electronically.			BPI-3319
F095	Release 0.5 Requirements Traceability Matrix	Initial+2	At R0.5 RR	At R0.5 SDR	At R0.5 TRR	No	Contractor format acceptable following content outline in SLC. Delivery will be electronically.	X		
F095	Release 1.0 Requirements Traceability Matrix	Initial+3	At R1 UCR	At R1 SDR R1 SDR	At R1 TRR	No	Contractor format acceptable following content outline in SLC. Delivery will be electronically.	X		
F096	Software Development Folder	ASREQ	Establish 30 DA R0.5 RR	ASREQ N/A		No	Contractor format acceptable following content outline in ART-424. Delivery will be electronically.			ART-424

CDRL#	Title	Freq.	Initial	Update(s)	Final	Approval Required	Preparation / Delivery Instructions	DID/SOW	SLC	Boeing
F101	Release 0.5 Training Materials	Initial+1	15 DPT R0.5 DR	N/A	15 DPT R0.5 TRR	Yes	Contractor format acceptable. Delivery will be electronically.	6.2.9		
F101	Release 1.0 Training Materials	Initial+1	15 DPT R1 SDR	N/A	15 DPT R1 TRR	Yes	Contractor format acceptable. Delivery will be electronically.	6.2.9		
F102	Release 0.5 C2I Code Library (Including License Documentation)	Initial+1	At R0.5 DR	N/A	At R0.5 TRR	No	Contractor format acceptable. Delivery will be electronically.	6.2.10		
F102	Release 1.0 C2I Code Library (Including License Documentation)	Initial+1	At R1 SDR	N/A	At R1 TRR	No	Contractor format acceptable. Delivery will be electronically.	6.2.40		
F103	C2I Development Lessons-Learned	ASREQ	30 DA R0.5 RR	ASREQ N/A		No	Contractor format acceptable. Delivery will be electronically.			Contractor Defined
F104	C2I System Performance Metrics Report	Initial+5	30 DA R0.5 DR	At R1 AFR R1 SDR R1 TRR	30 DA R1 P/ORR	No	Contractor format acceptable. Delivery will be electronically.	6.2.11		
F105	Release 0.5 User Manual	Initial+1	15 DPT R0.5 DR	N/A	15 DPT R0.5 TRR	No	Contractor format acceptable following content outline in ART-408. Delivery will be electronically.			ART-408
F105	Release 1.0 User Manual	Initial+1	15 DPT R1 SDR	N/A	15 DPT R1 TRR	No	Contractor format acceptable following content outline in ART-408. Delivery will be electronically.			ART-408
F106	Release 1.0 Operator Manual	Initial+1	15 DPT R1 SDR	N/A	15 DPT R1 TRR	No	Contractor format acceptable following content outline in ART-416. Delivery will be electronically.			ART-416
F107	Release 0.5 Installation Plan	Initial+1	15 DPT R0.5 DR	N/A	15 DPT R0.5 TRR	Yes	Contractor format acceptable following content outline in ART-409. Delivery will be electronically.			ART-409
F107	Release 1.0 Installation Plan	Initial+2	15 DPT R1 SDR	15 DPT R1 SDR	15 DPT R1 TRR	Yes	Contractor format acceptable following content outline in ART-409. Delivery will be electronically.			ART-409

CDRL#	Title	Freq.	Initial	Update(s)	Final	Approval Required	Preparation / Delivery Instructions	DID/SOW	SLC	Boeing
F108	Action Items	ASREQ	ASREQ	ASREQ	N/A	Yes	Contractor format acceptable using the Management Emphasis System (MET). Delivery will be electronically.			Contractor Defined
F109	Meeting Notes	ASREQ	ASREQ	ASREQ	N/A	No	Contractor format acceptable. Delivery will be electronically.			Contractor Defined

Acronym	Description
AFR	Architecture Framework Review
ASREQ As	Required
DA	Days After (Calendar Days)
DARP	Days After Report Period (Calendar Days)
DATO	Days After Task Order (Calendar Days)
DPT	Days Prior To (Calendar Days)
DR De	sign Review
P/ORR	Production/Operational Readiness Review
R0.5 Rele	ase 0.5
R1 Rele	ase 1
RR Req	uirements Review
SAT	System Acceptance Test
SDR	Spiral Design Review
SSDR	Sub-System Design Review
TRR Test	Readiness Review
UAT	Unit Acceptance Test
UCR Us	e Case Review

7 Travel

Long distance travel is required for the performance of this Task Order (TBS). All travel shall be conducted in accordance with the IDIQ Contract HSBP1006D01353.

Appendix A

SBI^{net} Indefinite Delivery Indefinite Quantity (IDIQ) Reference

The following table provides a reference between the detailed tasks listed in the SOW and the SBI^{net} IDIQ SOW requirements provided under Contract No. HSBP1006D01353.

* Section references include sub-sections described in the associated document

C3I SOW Reference		IDIQ SOW Reference	
Section	Title	Section	Title
5.1	Phase 0: C2I Interim Capability 6.3.3.1		Common Operating Picture
5.1.1	Operational Archetype 6.2		Technology Development Task Area
5.1.1.1	C2I Release 0.5 Requirements	6.5.5	Requirements Management
5.1.1.2	C2I Release 0.5 Design	6.5.7	Product Design
5.1.1.3	C2I Release 0.5 Development 6.3.3.1.1		C2 Software
5.1.2	C2I Release 0.5 O&M Support	6.10.1	Operations Support
5.1.2.1	Project 28 Retrofit	6.8.3	Software Maintenance
5.1.2.2	ICA Deployment, Operations, and Maintenance	6.9	Deployment and Installation Task Area
5.2	Phase 1: C3I Architecture Requirements; Development and Support Framework	6.5.2	Architecture
5.2.1	Initial Support Environment 6.10.1		Operations Support
5.2.1.1	Initial Support Environment Development	6.10	Operations Support Task Area
5.2.1.2	Support Environment Transition	6.3.3.5	Information Technology (IT) Infrastructure
5.2.2	RAD/JAD Software and System Development Environment	6.2	Technology Development Task Area
5.2.3	Service Oriented Architecture 6.5.2		Architecture
5.2.4	Software Development Approach 6.3.3.1.1		C2 Software
5.2.4.1	Software Development Plan	6.3.3.1.1	C2 Software
5.2.4.2	Initial Architecture 6.5.2		Architecture
5.2.4.3	Architecture Recommendations for Subsequent Releases	6.5.7	Product Design
5.2.5	C3I Infrastructure Requirements Development	6.3.3.5	Information Technology (IT) Infrastructure
5.2.5.1	C2I Facility Requirements	6.4	Facilities and Infrastructure Task Area

Appendix A
SBI net Indefinite Delivery Indefinite Quantity (IDIQ) Reference

C3I SOW Reference		IDIQ SOW Reference	
Section	Title	Section	Title
5.2.5.2	Intelligence	6.3.3.3	Intelligence Systems and Applications
5.2.5.3	Communications Systems Planning	6.3.3.4	Wireless Communications
5.2.5.4	Data Management	6.5.4	Configuration and Data Management
5.3	Phase 2: C2I Spiral Design 6.5.7		Product Design
5.3.1	Release 1	6.5.2	Architecture
5.3.1.1	Requirements and Design Activities (CBP SLC Stages 2 and 3)	6.1.1.3	Trade Studies
5.3.1.2	Construction (Stage 4) 6.3.3.1.1		C2 Software
5.3.1.3	Acceptance and Readiness (Stage 5)	6.6.1	ITV Planning
5.3.1.4	Operations (Stage 6)	6.10.1	Operations Support
5.3.2	Release 2	6.5.2	Architecture
5.3.2.1	Requirements and Design Activities (CBP SLC Stages 2 and 3)	6.1.1.3	Trade Studies
5.3.2.2	Construction (Stage 4) 6.3.3.1.1		C2 Software
5.3.2.3	Acceptance and Readiness (Stage 5)	6.6.1	ITV Planning
5.3.2.4	Operations (Stage 6)	6.10.1	Operations Support
5.3.3	Release 3	6.5.2	Architecture
5.3.3.1	Requirements and Design Activities (CBP SLC Stages 2 and 3)	6.1.1.3	Trade Studies
5.3.3.2	Construction (Stage 4) 6.3.3.1.1		C2 Software
5.3.3.3	Acceptance and Readiness (Stage 5)	6.6.1	ITV Planning
5.3.3.4	Operations (Stage 6)	6.10.1	Operations Support
5.3.4	Release 4	6.5.2	Architecture
5.3.4.1	Requirements and Design Activities (CBP SLC Stages 2 and 3)	6.1.1.3	Trade Studies
5.3.4.2	Construction (Stage 4) 6.3.3.1.1		C2 Software
5.3.4.3	Acceptance and Readiness (Stage 5)	6.6.1	ITV Planning
5.3.4.4	Operations (Stage 6)	6.10.1	Operations Support
5.3.5	Release 5	6.5.2	Architecture
5.3.5.1	Requirements and Design Activities (CBP SLC Stages 2 and 3)	6.1.1.3	Trade Studies

Appendix A
SBI net Indefinite Delivery Indefinite Quantity (IDIQ) Reference

C3I SOW Reference		IDIQ SOW Reference	
Section	Title	Section	Title
5.3.5.2	Construction (Stage 4) 6.3.3.1.1		C2 Software
5.3.5.3	Acceptance and Readiness (Stage 5)	6.6.1	ITV Planning
5.3.5.4	Operations (Stage 6)	6.10.1	Operations Support
5.4	Management of Technical Reviews 6.11.2.1		Project Manager
5.4.1	C3I Kick-Off Meeting	6.11.1.2	Program Coordination and Administrative Support
5.4.2	Release 0.5 Requirements Review (R0.5 RR)	6.5.1	Engineering Management
5.4.3	Release 0.5 Design Review (R0.5 DR)	6.5.1	Engineering Management
5.4.4	Release 0.5 Contractor Integration/Test Demonstration	6.6	Test and Evaluation Task Area
5.4.5	Release 0.5 Test Readiness Review (R0.5 TRR)	6.6	Test and Evaluation Task Area
5.4.6	Release 0.5 Production/Operational Readiness Review (R0.5 P/ORR)	6.9	Deployment and Installation
5.4.7	Architecture Framework Review (R1 AFR)	6.5.2	Architecture
5.4.8	Use-Case Review/Design "Walk-thru" (R1 UCR)	6.2	Technology Development Task Area
5.4.9	Sub-system Design Review (R1 SDDR)	6.5.2	Architecture
5.4.10	Spiral Design Review 6.5.7		Product Design
5.4.11	Prototype Demonstration	6.1.1.2	Concept of Operations
5.4.12	Test Readiness Review (R1 TRR)	6.6.1	ITV Planning
5.4.13	Production/ Operational Readiness Review (R1 P/ORR)	6.9	Deployment and Installation
5.5	Stakeholder Briefings		
5.6	Task Order Management	6.11.3.2	Contracts Management
5.6.1	Project management	6.11	Program Management Task Area
5.6.2	Business Management	6.11.3	Business Management
5.6.3	Supplier Management and Procurement	6.11.4	Supplier Management and Procurement
5.6.4	Risk Management	6.5.9	Risk Management
5.6.5	System Engineering	6.5	Systems Engineering Task Area



U.S. Customs and Border Protection

Attachment 2

C3I COP Award Fee Plan Version 1

**Contract: HSBP1006D01353
Task Order: HSBP1208J19363**

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1.0 Overview

The Department of Homeland Security (DHS) has the statutory authority to develop and implement a comprehensive strategy for securing America's borders and reducing illegal immigration. Secure Border Initiative (SBI) was created to achieve this strategy and the following core objectives: gain effective control of the borders, strengthen interior enforcement and compliance with immigration and customs laws, and support passage of a temporary worker program. A critical component of the Secure Border Initiative (SBI) is the *SBI_{net}* program. DHS has designated US CBP as the executive agent for the contracting and implementation of the *SBI_{net}* program, which will provide frontline personnel advantages in securing the nation's land border by fielding the most effective mix of current and next generation technology, infrastructure, staffing and response platforms.

To motivate the Contractor to excel in the areas that are critical to the success and meeting the objectives of the C3I project such as management, technical, cost and schedule performance, the C3I project will use a Cost Plus Award Fee contract type. The award fee is the monetary amount that the Contractor may earn in whole or part during performance of the Task Order.

1.1 Scope

This Award Fee Plan (AFP) describes the Award Fee Board (AFB) organization, roles and responsibilities and the categories, processes and procedures used to evaluate Contractor's performance. It shall serve as the basis for the *SBI_{net}* AFB's evaluation of the Contractor's performance on the *SBI_{net}* C3I Task Order, for the purpose of presenting an assessment of that performance to the Fee Determining Official (FDO) and determining the award fee on this program. The AFP is intended as a proactive management tool to provide incentives for the Contractor to efficiently and effectively manage and execute the C3I Task Order (awarded under the *SBI_{net}* ID/IQ Contract No. HSBP1006D01353).

2.0 Organizational Structure

The Award Fee organization consists of: the AFB, the performance monitors, and Fee Determining Official (FDO).

The AFB will consist of the following core and invited Government *SBI_{net}* stakeholders designated by the FDO:

- (1) Director, Projects - Core
- (2) Director, Mission Engineering - Core
- (3) Director, Facilities & Infrastructure - Invited
- (4) Director, Integrated Logistics - Invited
- (5) Director, *SBI_{net}* Field Offices - Invited
- (6) Chief Counsel – Invited
- (7) Chief Engineer - Invited

- (8) Award Fee Monitors - Core
- (9) Procuring Contracting Officer (PCO) - Core
- (10) Contracting Officer's Technical Representative (COTR) – Core

The Award Fee Board may designate or substitute alternative evaluation board members as necessary. The Contractor will be notified within 48 hours before the start of the Award Fee meeting of the names and titles of the AFB members.

3.0 Roles and Responsibilities

Fee Determining Official (FDO) The SBI net C3I Project Manager will serve as the FDO.

The responsibilities of the FDO include:

- Designate AFB Chairperson and AFB members,
- Review AFB Performance Report and the recommendation of the AFB,
- Use this data to make a determination of performance and award fee, as prescribed by the Task Order.
- Review and approve the award fee guidance and weights that are to be applied for subsequent evaluation periods
- Provide the Procuring Contracting Officer (PCO) a final performance evaluation and determination of the award fee for that period.

The FDO will take into consideration all the performance recommendations provided by the AFB and determine the amount of award fee to be paid to the Contractor for performance during each evaluation period. The FDO has the authority to modify the recommended evaluation of the AFB. Any award fee determination made by the FDO is a unilateral decision made solely at the discretion of the Government.

Award Fee Board Chairperson (AFBC) - The C3I Chief Engineer will serve as the AFBC on this contract. The Chairperson's responsibilities are:

- Review all documentation submitted by the AFB Coordinator prior to its submittal to the AFB. The AFB Chairperson must ensure that the Performance Monitor's ratings are accurately weighted for the evaluation periods as well as pertinent to the evaluation criteria, and approve the Award Fee Evaluation and Recommendation Report.
- Ensure participants are aware of the period performance criteria
- Review/Approve the Performance Monitors report for submission to the AFB and include one recommended score for all areas
- Ensure that AFB Members have the applicable AFB Rating Form to document specific Contractor actions or inactions during that performance period that support their initial performance rating
- Participate in discussions with the Contractor on the results of the mid-point AFB Meeting (if required) as may be requested by the FDO
- Brief the Contractor with the results of the FDO determination and the Performance Report
- Discuss with the Contractor the evaluation guidance and weighting factors for subsequent evaluation periods.

The AFBC may change monitor assignments at any time without advance notice to the Contractor. However, the AFBC will notify the Contractor of all monitor assignments and changes within 48 hours of an AFB meeting.

Procuring Contracting Officer (PCO) – The responsibilities of the PCO are:

- Participate as a core member of the Award Fee Board
- Issue a modification to the task order to reflect the Award Fee earned as determined by the FDO
- Update the Plan as required
- Correspond with the Contractor as required

Performance Monitors – The responsibilities of the Performance Monitors are:

- Be familiar with the Task Order requirements and the performance rating categories in assigned areas.
- Monitor, evaluate and assess Contractor's performance IAW with the Task Order requirements and AFP, and review and analyze all available data relevant in assigned areas during the period under evaluation.
- Prepare and submit a Performance Monitor Evaluation Report (PMER) and provide recommended scores per award fee performance evaluation category (Section 6.0) to the Award Fee Board Coordinator for each area of direct cognizance. Submit within 14 calendar days after the end of the evaluation period.
- Be available to discuss evaluation and brief the AFB, FDO or Contractor on assigned area and provide additional information if requested.
- Maintain written documentation/record of Contractor's performance in assigned area in detail to provide substantiation for the PMER ratings.
- Recommend changes to the AFP

Award Fee Board Coordinator – The responsibilities of the Award Fee Board Coordinator are:

- Schedule midpoint AFB meetings and notify Contractor
- Collect Performance Monitor input to support the midpoint assessment and distribute to AFB members prior to midpoint meeting
- Record the midpoint AFB assessments
- Collect input to support the performance assessment
- Assist the AFB Chairperson in preparing award fee notification letter
- Distribute the Contractor's Award Fee Self Evaluation Report to the AFB members In Accordance With (IAW) Table 2.
- Collect written Performance Monitor evaluations and distribute them to the AFB members IAW Table 2.
- Advise PCO on status of current Award Fee matters. Seek PCO guidance and counsel when appropriate.
- Attend each AFB Meeting and record comments throughout the meeting
- Collect/compile the AFB Rating Forms at the conclusion of the meetings
- Prepare the AFB Summary Report of the Board's recommendations

- Assist the AFBC in preparing the signed AFB Summary Report to submit to the FDO IAW Table 2
- Assist the AFBC as may be required
- Schedule AFB meetings and notify the Contractor

Award Fee Board - The AFB responsibilities are:

- Advise the FDO concerning the Task Order performance objectives and evaluation criteria and weight factors to be used during subsequent performance periods
- Review and analyze all available data relevant to their respective areas on Contractor performance
- Assess the Contractor's performance for the current period
- Prepare an Award Fee Evaluation and Recommendation Report that itemizes the Contractor's performance
- Provide a recommendation for a performance rating and an award fee to the FDO.
- Attend Midpoint AFB Meetings to review the informal Performance Monitors inputs and to recommend a midpoint qualitative assessment. The midpoint assessment is for Contractor information only, is not scored, and is not used in fee computation.
- Present to the AFB and Contractor the strengths and weaknesses of the Contractor performance for that period.
- Prepare for AFB Meetings by familiarizing themselves with all the relevant issues prior to the AFB meeting. This will be done by reading all the Performance Monitor Evaluation Reports and the Contractor's Self-Evaluation report.
- Review and the AFB meeting summary, prepare by the AFB Coordinator, and sign the AFB Recommendation Report.

4.0 Award Fee Performance Periods, Pool, and Rollover

4.1 Evaluation Period

The Contractor's performance, in achieving the objectives of the SBI net Program in accordance with the award fee performance evaluation categories that are listed in Section 6.0 of this Plan, is evaluated. The SBI net C3I Task Order evaluation periods will be based on the scheduled delivery of products and/or services as mutually agreed to by the Government and the Contractor. Evaluation periods may be revised to reflect current schedules but will not extend beyond the "not-to-exceed" periods identified in Table 1. Should the Contractor accelerate the delivery of C3I products and/or services for each period, the evaluation period will be adjusted accordingly, and the AFB shall conduct evaluation of performance on a similarly accelerated schedule.

C3I Task Order			
Evaluation Period	Deliverable Products / Services*	Task Order SOW Reference	Award Fee Period "Not-to-Exceed" Date
Evaluation Period 1	C2I Interim Capability (Operational Archetype)	5.1.1, 5.4.6, and all sub-paragraphs	Eight months after task order award.
	Software Development Approach	5.2.4 and all sub-paragraphs	
	C3I Infrastructure Requirements Development	5.2.5 and all sub-paragraphs	
Evaluation Period 2	Release 1 Acceptance and Readiness	5.3.1.3 and all sub-paragraphs	Fourteen (14) months after task order award.
*Actual scheduled completion dates shall be based on the Government approval and/or acceptance of products and/or services described for each evaluation period.			

Table 1. Award Fee Evaluation Periods

The evaluation periods and the allocation of the award fee available for each period may be adjusted by bilateral Task Order modification.

4.2 Award Fee Pool

The Award Fee Pool will be distributed in accordance with the categories and weights established in Attachments 1, 2 and 3 of this plan.

4.3 Award Fee Rollover

CBP may roll-over any unearned award fees to the second evaluation period; however, CBP retains the right and full discretion to not roll-over all or a portion of unearned award fees. The Government will notify the Contractor on the decision to roll any and all unearned award fee as a part of each award fee announcement.

5.0 Evaluation Process, Procedures and Schedule

The Award Fee evaluation process and procedures along with the timeline to be followed in monitoring, assessing, and evaluating Contractor performance during each period are described below. It is designed to take advantage of all reports, data, and meetings required by the Task Order and to minimize the need for additional data and meetings solely for award fee purposes.

ACTIVITY	SCHEDULE	ACTIVITY DESCRIPTION
Midpoint AFB Meeting and Contractor discussion	Mid-point in the performance evaluation period + 15 days	<p>The purpose of the Midpoint review is for the Government and Contractor to assess the performance of the contractor's work effort mid-way through each performance evaluation period.</p> <p>Assignment of Government Performance Monitors will be identified for each area of responsibility to ensure adequate coverage for all areas.</p> <p>Prior to collection of performance monitor inputs, the Contracting Officer will conduct award fee training for the performance monitors.</p> <p>The AFB Coordinator will poll each Performance Monitor for an interim assessment of the Contractor's performance up to that point in the evaluation period.</p> <p>The AFB coordinator will convene a midpoint AFB meeting to review the AFB Chairperson's inputs. Each AFB member shall provide inputs of the Contractor's performance in the form of qualitative assessments to be incorporated into the briefing to the Contractor.</p> <p>The AFB Chairperson shall summarize the midpoint assessment and brief the Contractor on the midpoint evaluation of his performance.</p> <p>The Contractor will be notified in writing 10 days prior to the midpoint of each performance evaluation period, the form and format and date planned for the mid-point performance evaluation. The Contractor may provide self-assessment in response to such notification, to be provided not later than 10 days after receipt of the notification.</p>
Contractor Self-Evaluation (SER) Report	End of the Period + 10 days	<p>The Contractor shall submit an electronic copy of SER via the network within ten (10) days after the end of each evaluation period. The SER shall contain a description of the Contractor's performance during the period being evaluated, with specific reference to its accomplishments in relation to the applicable evaluation categories.</p>

ACTIVITY	SCHEDULE	ACTIVITY DESCRIPTION
Performance Monitors Evaluation	End of the Period + 14 days	<p>Performance Monitors will provide their evaluations within fourteen (14) days after the end of each evaluation period.</p> <p>The AFB coordinator will provide the AFB with written Performance Monitor evaluations within 24 hours after receipt of the evaluations.</p>
AFB Meeting	End of the Period + 40 days	<p>The AFB will convene a formal Award Fee Board evaluation meeting after the completion of each performance period to evaluate the Contractor's performance against the performance categories in this Plan.</p> <p>The agenda and procedures for the AFB meeting shall be as follows:</p> <p>Open Session</p> <p><u>Performance Monitor Presentation</u></p> <p>Each Performance Monitor will present the results of his/her assessment based on the categories being evaluated during the award fee period. Each presentation will be limited to 10 minutes per monitor, per factor.</p> <p><u>Contractor Presentation</u></p> <p>The Contractor shall present their performance accomplishments (oral brief of the SER). The oral presentation is limited to an hour. A copy of the presentation shall be submitted to the Government 24 hours prior to the AFB meeting.</p> <p><u>90 Minute Recess</u></p> <p><u>Contractor Presentation of Additional Information</u></p> <p>The Contractor shall have 30 minutes to provide additional information, to the AFB for consideration, rebutting the evaluation results briefed during the oral presentations made by the Performance Monitors.</p> <p>Closed Session</p> <p><i>AFB Rating</i></p>

ACTIVITY	SCHEDULE	ACTIVITY DESCRIPTION
		<p>The AFB will deliberate on all the information presented and each AFB member will prepare a written AFB Ratings Form to document (his/her) evaluation and recommended scores.</p> <p><i>AFBC Recommendation</i></p> <p>The AFBC will summarize results, positive and negative areas of performance, along with the recommend scores for each CLIN and brief it to the FDO.</p> <p><i>FDO Discussion</i></p> <p>The FDO will review and discuss the AFB's recommendation and will determine the amount of AF earned.</p> <p>The closed session shall be approximately 90 minutes.</p> <p>Open Session</p> <p><i>Award Fee Announcement</i></p> <p>The FDO or the AFBC will announce the AF decision along with the corresponding AF amount earned and rolled over fees, if any.</p>
Contract Modification	End of the Period + 45 days	The CO will issue a unilateral Task Order modification, which identifies the AF ratings, scores, adjusted award fees available, fees earned and rolled over fees, if any.

Table 2. Evaluation Activity Schedule

6.0 Performance Evaluation Categories and Weighting Factors

The Contractor's earned Award Fee for each Performance Period will be a weighted average of the scores for each of the categories as weighted for the applicable period. Refer to Attachment 2 of this plan for weighting of the evaluation categories and Attachment 3 of this plan for the weighting factors.

Award Fee performance evaluation categories for the Task Order are listed below:

6.1 Task Order Management

The contractor will be evaluated for performance against tasks required in C3I SOW sections 5.6 (and all subparagraphs).

6.2 C3I Architecture Requirements, Development and Support Framework

The contractor will be evaluated for performance against tasks required in C3I SOW sections 5.2.5 (and all subparagraphs).

6.3 C2I Interim Capability

The contractor will be evaluated for performance against tasks required in C3I SOW section 5.1.1, 5.2.2, 5.2.3, 5.2.4 (and all subparagraphs).

6.4 C2I Release “N”

The contractor will be evaluated for performance against tasks required in C3I SOW sections 5.2.2, 5.2.3, 5.2.4, 5.3.1.1, 5.3.1.2, and 5.3.1.3 (and all subparagraphs).

6.5 O&M Support

The contractor will be evaluated for performance against tasks required in C3I SOW sections 5.1.2, 5.2.1.1, and 5.3.1.4 (and all subparagraphs).

7.0 Changes to Performance Categories and/or Weight Factors

Within fourteen (14) days of the start of the period, the Government and Contractor may participate in a joint meeting to reach a common understanding of the categories provided. The Government reserves the right to make changes in weights for each performance evaluation category by unilateral modification prior to commencement of each evaluation period.

Changes to the Performance categories after the start of a performance period shall be negotiated between the Government and the Contractor.

8.0 Award Fee Performance Scoring

The Contractor will receive a rating in each performance evaluation category using the adjective and numerical ratings in Table 3 (below):

ADJECTIVE RATING	EQUIVALENT AWARD FEE RANGE (%)	DESCRIPTION
OUTSTANDING 85-100		The contractor has demonstrated an outstanding level of performance in meeting technical, programmatic (cost and labor hours), and schedule requirements. All activities are on or ahead of schedule and within projected labor hours. Deficiencies (if any) are very minor with no adverse effect on overall performance or on meeting project objectives. Minimal government intervention is required. The contractor is cooperative and proactive in keeping the government apprised of project progress and potential problems.
GOOD 60-84		The contractor has demonstrated an acceptable level of performance in meeting the project's technical, programmatic (cost and labor hours), and schedule requirements. Some activities are on or ahead of schedule and some are within projected labor hours. Deficiencies are minor and have a limited impact on overall project performance or on meeting project objectives. Contractor has initiated recovery plan and action to mitigate problems. Level of Government intervention is suitable for a project of this complexity. The contractor is cooperative and keeps the government informed of project progress.
SATISFACTORY	40-59	With significant Government intervention, the contractor has demonstrated a sufficient level of performance in meeting the project's technical, programmatic (cost and labor hours), and schedule requirements. Some activities were over schedule and slightly exceeded projected labor hours. Deficiencies in some areas of the project had a negative impact on meeting project objectives. The contractor anticipated most (but not all) problems and was inconsistent in keeping the Government informed.
UNSATISFACTORY 0		The contractor has demonstrated an unacceptable level of performance in meeting technical, programmatic (cost and labor hours), and schedule requirements. All of the activities are behind schedule and significantly exceeded labor hours. Deficiencies (some major) have adversely affected overall project performance and associated project objectives. Government intervention was required and remedial action taken in one or more areas. The contractor did not anticipate problems nor keep the government informed. Recovery actions (if any) were ineffective and were disruptive to government operations.

Table 3. Adjectival Ratings

9.0 Termination

If the contract or task order is terminated for the convenience of the Government after the start of an award-fee evaluation period, the award fee deemed earned for that period shall be determined by the FDO using the normal award fee evaluation process. After termination for convenience, the remaining award fee pool cannot be earned by the Contractor and, therefore, will not be paid. If terminated for default, there will be no award fee earned.

10.0 Definitions

Award Fee (AF) - The award fee is the incentive fee that the Contractor may earn in whole or part during performance of the Task order. The objective of an award fee in the contract is to provide motivation for the Contractor to excel in the areas that are critical to the success and meeting the objectives of the Program (e.g., technical quality, cost, schedule, integration, communications, planning, partnership and collaboration, leadership, subcontract management, and management).

Award Fee Board (AFB) - The AFB is comprised of the members identified in paragraph 2.0 and fulfills the roles and responsibilities identified in paragraph 3.0.

Award Fee Board Chairperson (AFBC) - The AFB Chairperson will be designated in accordance with paragraph 2.0 and fulfill the roles and responsibilities identified in paragraph 3.0.

Award Fee Board Coordinator - The AFB Coordinator will be designated by the AFB and fulfill the roles and responsibilities identified in paragraph 3.0.

AFB Rating Form - A form filled out by each AFB member showing their rationale and rating of each performance criteria factor.

Award Fee Evaluation and Recommendation Report - A written report that summarizes the evaluation of Contractor performance and provides the recommended score and amount of award fee to be allocated for each CLIN that is scored during the period to the FDO.

Award Fee Board Recommendation Report – The final written report prepared by the AFB Coordinator and approved by the Award Fee Board that summarizes the evaluation of Contractor performance and provides the recommended ratings, scores and earned award fee. This report consists of a summary of the AFB Rating Forms.

Contractor's Award Fee Self-Evaluation Report – A report or presentation prepared by the Contractor that is submitted to the Contracting Officer and presented to the AFB within ten (10) days after the end of the evaluation period. The Contractor shall furnish to the AFB information, including a statement of cost and hours incurred and a statement addressing metric performance data to assist the AFB in evaluating the Contractor's performance during that evaluation period. The Contractor shall

electronically provide to the PCO and AFB Coordinator a written self-assessment of its performance under the Contract Performance Element within ten (10) days after the end of the evaluation period. This information shall include an evaluation on the Contractor's efforts, accomplishments, and products and services due and delivered for the period, including problems, risks and risk mitigations.

Day – A “day,” unless otherwise specified, represents a calendar day.

Fee Determination Official (FDO) -The FDO is identified in accordance with paragraph 2.0 and fulfills the roles and responsibilities identified in paragraph 3.0.

Midpoint AFB Meetings – The midpoint AFB shall be conducted in accordance with the events described in Table 2.

Performance Monitors - The Performance Monitor(s), as designated by the AFB Chairperson, will fulfill the roles and responsibilities identified in paragraph 3.0.

Performance Monitor Evaluation Report (PMER) - Each Performance Monitor will prepare an evaluation report of the Contractor's performance and provide recommended scores for the Contractor's performance in the Performance Monitor's area of responsibility to the Award Fee Board Coordinator. Attachment 1 is a sample of information to be included in this report.

Attachment 1: Award Fee Evaluation Periods

Table 4 below provides the award fee available for each evaluation period based on the Contract Line Items (CLINs) awarded on the C3I task order. Although the CLINs listed in the table were awarded, the contractor may not be authorized at task award to proceed with all the CLINs listed. It is expected that CLINs 0001, 0001A, 0002, 0003, 0004A, and 0004 will be authorized at task order award. Depending on the results of analyses/trade studies performed by the contractor under CLINs 0001, and 0003; the Government expects to authorize CLINs 0001B and 0001C prior to the start of the second evaluation period.

CLIN	Description	Total Award Fee*	Available during Evaluation Period 1		Available during Evaluation Period 2	
			%	Award Fee	%	Award Fee
0001	Release 0.5 Development and Production (5.1.1)	(b) (4)	100	(b) (4)	0	(b) (4)
0001A	Operations & Maintenance (5.1.2 & 5.3.X.4)	(b) (4)	0	(b) (4)	100	(b) (4)
0001B	Release 1 Production (5.3.1.2 & 5.3.1.3)	(b) (4)	0	(b) (4)	100	(b) (4)
0001C	Release 1 Development (5.3.1.1)	(b) (4)	0	(b) (4)	100	(b) (4)
0002	SW Production & Maintenance Environment (5.2.1.1)	(b) (4)	30	(b) (4)	70	(b) (4)
0003	Initial Capabilities Definition (5.2.3, 5.2.5.1, 5.2.5.2, 5.2.5.3, 5.2.5.4)	(b) (4)	100	(b) (4)	0	(b) (4)
0004	Software Development Environment (5.2.2, 5.2.4)	(b) (4)	100	(b) (4)	0	(b) (4)
0004A	Development Environment & Facilities (5.2.2)	(b) (4)	30	(b) (4)	70	(b) (4)
Total*		(b) (4)				

* The "Total Award Fee" represents the Award Fee value of all CLINS when authorized to proceed by the contracting officer. The actual amount available for each evaluation period will include only the CLINS authorized by the contracting officer during that period.

Table 4. Award Fee Available By Evaluation Period

Table 5 below provides the maximum amount available for each evaluation period. The actual amounts and the earned award fee will be calculated based on the authorized CLINs for each period and the amount of award fee (if any) remaining from prior periods.

Period of Performance	Maximum Amount Available	Amount Available from Prior Period(s)	Total Maximum Award Fee Available	Adjective Rating	Score	Earned Award Fee
Evaluation Period 1	(b) (4)	0	(b) (4)			
Evaluation Period 2	(b) (4)	TBD	TBD			

Table 5. Award Fee Periods

Attachment 2: Award Fee Board Performance Report

The first performance period will be based on the following weighting factors. The total authorized CLIN value of the award fee for the Evaluation Period 1 will be based on Table 4 above.

CATEGORY	Weighting Factors (See Attachment 3)	WEIGHT (Formula)	ADJECTIVE RATING	SCORE	WEIGHTED SCORE
Project Management (All CLINs Authorized)	Task Order Management	20%			
C3I Architecture Requirements, Development & Support Framework (CLINs 0003, 0004, 0004A)	Contractor-Client Interface	80% of Authorized Period 1 CLIN Value (0003, 0004, 0004A) --Divided by the-- Total Authorized Period 1 CLIN Value			
	Documentation				
	Schedule				
C2I Interim Capability (CLINs 0001, 0002)	Contractor-Client Interface	80% of Authorized Period 1 CLIN Value (0001, 0002) --Divided by the-- Total Authorized Period 1 CLIN Value			
	Technical Performance: Requirements and Design				
	Technical Performance: Construction				
	Technical Performance: Acceptance and Readiness				
	Documentation				
	Schedule				
Total		100%			

Table 6. AFB Report--Evaluation Period 1

The last performance period for the first task will be based on the following weighting factors. The total authorized CLIN value of the award fee for the Evaluation Period 2 will be based on Table 4 above.

CATEGORY	Weighting Factors (See Attachment 3)	WEIGHT	ADJECTIVE RATING	SCORE	WEIGHTED SCORE
Project Management	Task Order Management	20%			
C2I Release 1 (CLINs 0001B, 0001C, 0004A)	Contractor-Client Interface	80% of Authorized Period 2 CLIN Value (0001B, 0001C, 0004A) --Divided by the-- Total Authorized Period 2 CLIN Value			
	Technical Performance: Requirements and Design				
	Technical Performance: Construction				
	Technical Performance: Acceptance and Readiness				
	Documentation				
	Schedule				
	Lifecycle Cost Management				
O&M Support (CLINS 0001A, 0002)	Contractor-Client Interface	80% of Authorized Period 2 CLIN Value (0001A, 0002) --Divided by the-- Total Authorized Period 2 CLIN Value			
	Technical Performance: Operations				
	Documentation				
	Schedule				
Total		100%			

Table 7. AFB Report--Evaluation Period 2

Attachment 3: Award Fee Criteria and Weighting Factors

Task Order Management			
<u>Extent to which:</u>			
<ul style="list-style-type: none"> • Qualified personnel are assigned and timeliness of assignment; responsive to Background Investigation (BI)/security package submissions; personnel actions affected overall project schedule and performance • Management practices result in the delivery of planned products and services while controlling labor hours • Management practices identify and mitigate risks associated with the tasks on this project • Management approach is integrated with other SBI/Net task orders and deliveries • EVM and management reports depict the current state of the project and communications result in the ability to respond and resolve issues 			
Outstanding Good		Satisfactory	Unsatisfactory
<ul style="list-style-type: none"> • Highly qualified personnel assigned on time; met BI/security requirements; favorable schedule impact • Management practices resulted in the delivery of planned products and services that exceeded the Government's expectations while controlling labor hours • Meaningful risks identified with proactive mitigation approach had favorable impact to program • Program/Schedule planning met/exceeded expectations; planned activities on/ahead of schedule • EVM and management reports accurately depicted the current state of the project and horizontal communications resulted in excellent recommendations and sufficient time to successfully respond and resolve issues. 	<ul style="list-style-type: none"> • Qualified personnel assigned on time; met BI/security requirements; recoverable schedule impact • Management practices resulted in the delivery of planned products and services that met most of the Government's expectations while controlling labor hours • Meaningful risks identified with acceptable mitigation approach had little/favorable impact to program • Program/Schedule planning met expectations; planned activities on schedule • EVM and management reports depicted the current state of the project and horizontal communications resulted in useful recommendations and time to successfully respond and resolve most issues. 	<ul style="list-style-type: none"> • Adequate personnel assigned mostly on time; most met BI/security requirements; slight schedule impact • Management practices resulted in the delivery of planned products and services that did not meet some of the Government's expectations or slightly exceeded labor hours • Mostly meaningful risks identified with government-corrected mitigation approach had slight impact to program • Program/Schedule planning met expectations with assistance from the Government; planned activities recoverable in the schedule • EVM and management reports did not always depict the current state of the project and horizontal communications resulted in a limited amount of time to respond and resolve issues. 	<ul style="list-style-type: none"> • Sub-standard personnel assigned late to the project; many did not meet BI/security requirements; significant schedule impact • Management practices resulted in the delivery of planned products and services that failed to meet the Government's expectations and significantly exceeded labor hours • Few meaningful risks identified with government-corrected mitigation approach had major impact to program • Program/Schedule planning has not met expectations; planned activities were not accomplished within the schedule • EVM and management reports inaccurately depicted the current state of the project and horizontal communications resulted in substandard recommendations and inability to respond and resolve issues.

Contractor- Government Interface			
<u>Extent to which the contractor:</u>			
<ul style="list-style-type: none"> • Facilitates a partnership by relating to the client and creating a positive experience • Delivers and accepts honest, direct feedback to and from the client. • Provides management and technical support to the IPT • Exhibits professionalism, listening skills, availability, responsiveness, reliability with the client 			
Outstanding Good		Satisfactory	Unsatisfactory
<ul style="list-style-type: none"> • Lines of communication were superior, timely, and led to efficient and proactive management by the contractor and greatly assisted the Government in making program decisions. • Government was extremely satisfied with the management and technical support provided to the IPTs. • Government was extremely satisfied with the level of professionalism, listening skills, availability, responsiveness, reliability • Government was extremely satisfied with how the contractor delivered and accepted honest, direct feedback 	<ul style="list-style-type: none"> • Lines of communication were adequate, timely, and led to efficient management by the contractor and assisted the Government in making program decisions. • Government was satisfied with the management and technical support provided to the IPTs. • Government was satisfied with the level of professionalism, listening skills, availability, responsiveness, reliability • Government was satisfied with how the contractor delivered and accepted honest, direct feedback 	<ul style="list-style-type: none"> • Lines of communication were strained, and sometimes led to inefficient management by the contractor and poorly assisted the Government in making program decisions. • After significant intervention, the Government was generally satisfied with the management and technical support provided to the IPTs. • After significant intervention, the Government was generally satisfied with the level of professionalism, listening skills, availability, responsiveness, reliability • After significant intervention, the Government was generally satisfied with how the contractor delivered and accepted honest, direct feedback 	<ul style="list-style-type: none"> • Lines of communication were inadequate, and led to ineffective management by the contractor and did not assist the Government in making program decisions. • Government was dissatisfied with the management and technical support provided to the IPTs. • Government was dissatisfied with the level of professionalism, listening skills, availability, responsiveness, reliability • Government was dissatisfied with how the contractor delivered and accepted honest, direct feedback

Technical Performance: Requirements and Design (CBP System Life Cycle Stages 2 and 3)

Extent to which:

- The desired capabilities and other requirements (specified and derived) are defined, analyzed, managed, tested, traded and tracked throughout the life cycle, from initial identification to the verification and validation efforts.
- The architecture enables the translation of the required operational capabilities into system and software architectures and requirements
- The allocation of system requirements to software components is verified and software-related entry and exit criteria are used for baseline control.
- Preliminary and detailed design activities address the need for re-architecture evaluation and demonstrate how the architecture is designed with respect to reliability, maintainability, sustainability, and risk.
- The impact of requirements changes on software is assessed and addressed.
- Design trades to support requirements are made to balance program cost, schedule, performance, supportability, security, and risk.
- Requirements are evaluated against quality criteria, including priority, testability, verifiability, and potential for change.
- Technical process and system performance measures are suitable to the project and used to determine program progress and status.

Outstanding Good		Satisfactory	Unsatisfactory
<ul style="list-style-type: none"> • Factors were successfully addressed and the contractor's approach exceeded the Government's expectations • The Government was extremely satisfied with the detailed design of the C3I system 	<ul style="list-style-type: none"> • Most factors were successfully addressed and the contractor's approach met the Government's expectations • The Government was satisfied with the detailed design of the C3I system with no significant rework prior to acceptance by the Government 	<ul style="list-style-type: none"> • Some required Government intervention to meet expectations • The Government was only satisfied with the detailed design of the C3I system after significant rework was accomplished—impacting the C3I (but not the program) schedule 	<ul style="list-style-type: none"> • Most factors were un-successfully addressed and the contractor's approach did not meet the Government's expectations • The Government was not satisfied with the detailed design of the C3I system and all efforts to correct problems resulted in an impact to the SBInet program schedule

Technical Performance: Construction (CBP System Life Cycle Stage 4)

Extent to which:

- Software and systems engineering risks are linked in the program planning and software risks are assessed and mitigated, including interface risks and interdependency risks.
- System interfaces from System of Systems (SoS) and external system dependencies are verified and updated.
- Technical process and system performance measures are suitable to the project and used to determine program progress and status.
- Test planning describes the test environment and artifacts to support frequent and dynamic testing, test-driven development, and tracking of software baselines.
- Software criticality and safety, including error handling & recovery and system assurance, are assessed and addressed.
- Implementation of total life cycle system management (i.e., Deployment Preparation, Performance Based Logistics, increased reliability and reduced total ownership cost) is accomplished to improve system availability.

Outstanding Good		Satisfactory	Unsatisfactory
<ul style="list-style-type: none"> • Factors were successfully addressed and the contractor's approach exceeded the Government's expectations • The Government was extremely satisfied with the construction and integration of the C3I system 	<ul style="list-style-type: none"> • Most factors were successfully addressed and the contractor's approach met the Government's expectations • The Government was satisfied with the construction and integration of the C3I system with no significant rework prior to acceptance by the Government 	<ul style="list-style-type: none"> • Some required Government intervention to meet expectations • The Government was only satisfied with the construction and integration of the C3I system after significant rework was accomplished—impacting the C3I (but not the program) schedule 	<ul style="list-style-type: none"> • Most factors were un-successfully addressed and the contractor's approach did not meet the Government's expectations • The Government was not satisfied with the construction and integration of the C3I system and all efforts to correct problems resulted in an impact to the SBInet program schedule

Technical Performance: Acceptance and Readiness (CBP System Life Cycle Stage 5)

Extent to which:

- Test planning describes the test environment and artifacts to support frequent and dynamic testing, test-driven development, and tracking of software baselines.
- Software and systems engineering risks are linked in the program planning and software risks are assessed and mitigated, including interface risks and interdependency risks.
- Engineering activities are managed during system fielding.
- Software plans and related processes are followed and integrated with system engineering plans and processes.
- Technical process and system performance measures are suitable to the project and used to determine program progress and status.
- System interfaces from System of Systems (SoS) and external system dependencies are verified and updated.

Outstanding Good		Satisfactory	Unsatisfactory
<ul style="list-style-type: none"> • Factors were successfully addressed and the contractor's approach exceeded the Government's expectations • The Government was extremely satisfied with the readiness of the C3I system for fielding. 	<ul style="list-style-type: none"> • Most factors were successfully addressed and the contractor's approach met the Government's expectations • The Government was satisfied with the readiness of the C3I system for fielding with no significant rework prior to acceptance by the Government 	<ul style="list-style-type: none"> • Some required Government intervention to meet expectations • The Government was only satisfied with the readiness of the C3I system for fielding after significant rework was accomplished—impacting the C3I (but not the program) schedule 	<ul style="list-style-type: none"> • Most factors were un-successfully addressed and the contractor's approach did not meet the Government's expectations • The Government was not satisfied with the readiness of the C3I system for fielding and all efforts to correct problems resulted in an impact to the SBInet program schedule

Technical Performance: Operations (CBP System Life Cycle Stage 6)

Extent to which:

- Software and systems engineering risks are linked in the program planning and software risks are assessed and mitigated, including interface risks and interdependency risks.
- Test planning describes the test environment and artifacts to support frequent and dynamic testing, test-driven development, and tracking of software baselines.
- Software criticality and safety, including error handling & recovery and system assurance, are assessed and addressed.
- The process for integrating program protection is compliant with the contractor's and the Government's policies.
- Software defect analysis and software reliability & availability assessment is addressed during software development and operations & maintenance.
- Implementation of total life cycle system management (i.e., Deployment Preparation, Performance Based Logistics, increased reliability and reduced total ownership cost) is accomplished to improve system availability.

Outstanding Good		Satisfactory	Unsatisfactory
<ul style="list-style-type: none"> • Factors were successfully addressed and the contractor's approach exceeded the Government's expectations • The Government was extremely satisfied with the performance of the C3I system and responsiveness of the contractor to sustain the system during operations 	<ul style="list-style-type: none"> • Most factors were successfully addressed and the contractor's approach met the Government's expectations • The Government was satisfied with the performance of the C3I system and responsiveness of the contractor to sustain the system during operations 	<ul style="list-style-type: none"> • Some required Government intervention to meet expectations • The Government was only satisfied with the functionality and availability of the C3I system after significant Government intervention 	<ul style="list-style-type: none"> • Most factors were un-successfully addressed and the contractor's approach did not meet the Government's expectations • The Government was not satisfied with the performance of the C3I system and failures of the C3I system resulted in SBlnet not meeting availability requirements

Documentation			
<ul style="list-style-type: none"> Extent to which quality and timely delivery of documentation, as specified in the Contract Requirements Deliverable List (CDRL) schedule and/or the program schedule, is accepted by the Government. 			
Outstanding Good		Satisfactory	Unsatisfactory
<ul style="list-style-type: none"> Documentation of all deliverables highly organized, accurate, and extremely easy to understand. Proactive reporting of potential documentation problems exceeded the Government's expectations Document delivery received ahead of schedule Documentation has a exceptional level of clarity and consistency while correctly referencing related deliverables 	<ul style="list-style-type: none"> Documentation of all deliverables was organized, accurate, and easy to understand. Reporting of potential documentation problems met the Government's expectations Document delivery received on schedule Documentation has a good level of clarity and consistency while correctly referencing related deliverables 	<ul style="list-style-type: none"> After significant rework, documentation of all deliverables was acceptable. Reporting of potential documentation problems did not meet the Government's expectations Document delivery received after frequent requests. Documentation was somewhat inconsistent in referencing related deliverables 	<ul style="list-style-type: none"> Substandard documentation of all deliverables was highly disorganized, inaccurate, and illegible Contractor unable to report potential documentation problem Document delivery was behind schedule or not provided Documentation does not correctly reference related deliverables

Schedule			
<ul style="list-style-type: none"> Extent to which execution of major milestones, including exit and entrance criteria, is in compliance with the Task Order. 			
Outstanding Good		Satisfactory	Unsatisfactory
<ul style="list-style-type: none"> Contractor delivers an excellent level of operational capability ahead of the baseline schedule Consistent submission of substantive schedule forecasts and schedule variance fully explained Executes an innovative approach to solving problems 	<ul style="list-style-type: none"> Contractor delivers an acceptable level of operational capability within the baseline schedule Submission of adequate schedule forecasts and schedule variances explained Executes a suitable approach to solving problems 	<ul style="list-style-type: none"> After significant Government intervention, the contractor delivered operational capability within the baseline schedule or slightly behind schedule Submission of schedule forecasts was somewhat less accurate than expected and schedule variances explained after frequent requests Problem solving required significant Government intervention 	<ul style="list-style-type: none"> Contractor failed to deliver operational capability Submission of schedule forecasts was substandard and schedule variances were not explained Problem solving approach is incompatible with the government's tactics and approach

Life Cycle Cost Management			
<ul style="list-style-type: none"> Extent to which contractor develops and maintains a software life-cycle cost analysis tool that is capable of estimating the cost of future releases, software maintenance, and C3I operations (to include network, system, and command center resources). 			
Outstanding Good		Satisfactory	Unsatisfactory
<ul style="list-style-type: none"> Cost model accurately predicted costs and deliverable functionality Actual cost and functionality of deliverables exceeded government's expectations in being delivered within the planned level of effort and meeting full operational capability Cost model possess a high level of utility in predicting costs for future releases and provides government with an accurate calibration cost model with a high degree of insight 	<ul style="list-style-type: none"> Cost model predicted an acceptable level of cost and deliverable functionality Actual cost and functionality of deliverables met the government's expectations in being delivered within the planned level of effort and meeting baseline operational capability Cost model possess a suitable level of utility in predicting costs for future releases and provides government with a decent calibration cost model with a good degree of insight 	<ul style="list-style-type: none"> With significant Government intervention, the cost model predicted most cost and deliverable functionality Actual cost and functionality of deliverables did not meet all of the government's expectations; slightly exceeded planned level of effort and/or provided a mediocre level of operational capability Cost model's utility was mediocre in predicting costs for future releases and calibration cost model unable to provide good insight 	<ul style="list-style-type: none"> Cost model failed to predict all cost and deliverable functionality Actual cost and functionality of deliverables did not meet government's expectations; significantly exceeded planned level of effort and/or did not provide operational capability for the deliverables Cost model's utility was substandard in predicting costs for future releases and calibration cost model failed to provide insight

JEBC2 SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT, effective as of November 28, 2007 "Effective Date", is made by and between The Boeing Company, having offices in Arlington, Virginia ("Boeing"), and the Department of Homeland Security, Customs and Border Protection having operations in Washington, D.C. ("CBP"). Boeing and CBP may be referred to hereinafter individually as a "Party" or collectively as "Parties".

WHEREAS, Boeing owns or controls computer software and related documentation referred to as Joint Effects Based Command and Control ("JEBC2") that may be useful as a surrogate for Battle Command software, and

WHEREAS, JEBC2 will be used in the development of prototype software for SBInet Contract Number HSBP1006D011353, Command, Control, Communications, and Intelligence ("C3I") Common Operating Picture ("COP") Task Order Number HSBP1208J19363 ("Program"); and

WHEREAS, in support of the SBInet C3I COP development, the Program requires the development and production of prototype software for the purpose of the evaluation of the functionality that could be provided to the CBP in the first release of software for the above-identified Task Order; and

WHEREAS, JEBC2 may provide one of the starting points for said prototype development and production and support CBP evaluations of C3I functionality; and

WHEREAS, BOEING is willing to grant such right and license for Prototype Evaluation Purposes and Production Purposes on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants and premises contained herein, the Parties agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the terms set forth below will have the indicated definitions and shall be capitalized where these definitions apply. As used in this Agreement, the singular shall also mean the plural and the plural the singular, where appropriate.

1.1(a) "Licensed Core Software" shall mean Version 3.0 of JEBC2 in executable or binary code form, as of the Effective Date of this Agreement, including any modifications to JEBC2 exclusively funded by Boeing and made available to CBP, and expressly excluding any COTS or OSS as defined below.

1.1(b) "Licensed Modified Software" shall mean all modules of the JEBC2 software, including source code, executable code, and/or binary code, funded completely or in part by CBP under SBNet Contract Number HSBP1006D011353, Command, Control, Communications, and Intelligence (C3I) Common Operating Picture ("COP") Task Order Number HSBP1208J19363.

1.2 "COTS" shall mean commercial-off-the-shelf software of companies, listed in Exhibit "A", attached hereto and incorporated herein by reference.

1.3 "Open Source Software (OSS)" shall mean publicly available software of others, listed in Exhibit "A", attached hereto and incorporated herein by reference.

1.4 "Documentation" shall mean manuals and other printed or written information provided by Boeing to CBP to describe or explain Licensed Software, its use, or its operation.

1.5 "Prototype Evaluation Purposes" shall mean evaluation by CBP of the Licensed Software in conjunction with and as part of the evaluation of the Prototype SBNet COP prototype software that is provided under the Program and as offered in SBNet Contract HSBP1006D01353, Submission of Proposal for the Command, Control, Communications, and Intelligence (C3I) Task Order dated October 15, 2007.

1.6 "Production Purposes" shall mean the productization or distribution for operational use of the Licensed Core Software and Licensed Modified Software, including any and all spirally developed upgrade efforts deployed within SBNet systems

1.7 "Government Purpose Rights" shall mean the rights to use, modify, reproduce, release, perform, display, or disclose computer software or technical data within the Government without restriction; and to release or disclose computer software or technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes..

1.8 "Government Purpose" shall mean any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign

governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

II. DELIVERY AND LICENSE GRANT

2.1 Boeing shall provide to CBP (a) One copy of the Licensed Core Software to the extent it is incorporated in or used by the Prototype SBI net COP, and (b) one copy of Documentation, by furnishing to CBP at the address specified in Miscellaneous, paragraph 12.2, for Prototype Evaluation Purposes and Production Purposes in accordance with the terms and conditions of this Agreement and as offered in SBI net Contract HSBP1006D01353, Submittal of Proposal for the Command, Control, Communications, and Intelligence (C3I) Task Order dated October 15, 2007. Licensed Core Software shall be provided in executable and binary form only. The Licensed Core Software, Documentation, any copies thereof, and intellectual property rights subsisting in or pertaining to Licensed Core Software and Documentation, are and shall, subject to the terms of SBI net Contract HSBP1006D01353 and this Agreement, remain the sole property of Boeing. All Licensed Modified Software shall be delivered with Government Purpose Rights.

2.2 Boeing agrees to grant and hereby grants CBP, and CBP hereby accepts, a non-exclusive, non-transferable license, without the right to sublicense others except for other Department of Homeland Security (DHS) employees and Contractors, and to Governmental entities such as U.S. Northcom and U.S. Program Executive Office (PEO) Control, Command, Communications, and Intelligence (C3I) solely in the United States solely for Prototype Evaluation Purposes and Production Purposes, to:

- (a) Install and use the Licensed Core Software and Documentation, and subsequent releases thereof furnished to CBP by Boeing, on computers owned by the Parties described above for the Prototype Evaluation Purposes and Production Purposes; and
- (b) Make a single copy of the Licensed Core Software and Documentation for backup or archival purposes so long as all such copies retain Boeing's copyright and proprietary notices.

2.3 The license granted hereunder does not include the right to:

- (a) Print, copy, reproduce, or electronically transmit Licensed Core Software or Documentation in whole or in part, in any form whatever, except as specifically provided herein;
- (b) Use Licensed Core Software to provide computing services for third parties; or
- (c) Make modifications, modify or make any derivative works of the Licensed Software except as set forth in Section 9 hereunder;
- (d) Use Licensed Core Software for any purpose other than Prototype Evaluation Purposes and Production Purposes.

2.4 CBP agrees that the Licensed Core Software and the Documentation shall at all times remain PROPRIETARY SOFTWARE of The Boeing Company which shall be asserted in SBI Contract Number HSBP1006D01353 by an appropriate clause which shall reference this Agreement, and shall, at all times, contain the following data marking legend:

SPECIAL LICENSE RIGHTS – JEBC2 SOFTWARE AND DOCUMENTATION

The U.S. Office of Customs and Border Protection's rights to use, modify, reproduce, display, or disclose this JEBC2 Software and Documentation are restricted by Contract No. HSBP1006D011353, Task Order HSBP1208J19363 Attachment 3 JEBC2 License. Any reproduction of this software or portions thereof marked with this legend must also reproduce the markings.

III. LICENSE FEE

In view of the overall purpose of this Agreement and the terms and conditions set forth herein, as long as CBP is not in material breach of this Agreement, the Licensed Core Software and Documentation is licensed here under on a royalty-free basis. Licensing under such terms is in no way intended to prejudice the inherent economic value of the Licensed Software.

IV. PROTECTION

4.1 CBP acknowledges and agrees that the Licensed Core Software and the Documentation contain the valuable proprietary, confidential and/or trade secret information of Boeing and third parties entrusting same to Boeing, the unauthorized disclosure of which would cause irreparable harm to Boeing and those third parties. CBP therefore agrees not to disclose the Licensed Core Software or the Documentation to any third party other than its employees (and those identified in Section 2.2 above) who are fully apprised of the obligations of CBP under this Agreement and who are under written obligations to protect the proprietary, confidential and/or trade secret information of third parties, including Boeing, in the possession

of CBP. The obligation of CBP not to disclose such proprietary, confidential and/or trade secret information shall not apply to any information which CBP can demonstrate by means of written documentation:

- (a) Is in the public domain or in the possession of CBP without restriction at the time of receipt under this Agreement;
- (b) Is used or disclosed with prior written approval of Boeing;
- (c) Is independently developed by CBP; or
- (d) Is made available by Boeing to a third party on an unrestricted, non-confidential basis.

4.2 CBP agrees to take appropriate steps to ensure that Licensed Core Software and Documentation are not copied, misappropriated, or otherwise used in violation of this Agreement. CBP agrees to fully cooperate in identifying unauthorized copying, appropriation, or use of Licensed Core Software or Documentation.

4.3 CBP agrees not to reverse assemble, reverse compile, or otherwise reverse engineer Licensed Software or authorize or permit others to do so.

V. COTS AND OPEN SOURCE SOFTWARE

5.1 Certain third party COTS (listed in Exhibit "A" hereto) is currently incorporated in and/or required to run the Licensed Software. This Agreement does not provide CBP any rights to use such COTS. **CBP AGREES THAT PRIOR TO USING THE LICENSED SOFTWARE IT WILL EITHER 1) OBTAIN, AT ITS OWN EXPENSE, THE NECESSARY LICENSE RIGHTS TO SUCH COTS FOR ITS PURPOSES CONSISTENT WITH THE LICENSED USE OF THE LICENSED SOFTWARE; OR 2) VERIFY THAT CBP HAS OBTAINED THE NECESSARY LICENSE RIGHTS TO SUCH COTS FOR ITS PURPOSES CONSISTENT WITH THE LICENSED USE OF THE LICENSED SOFTWARE.**

5.2 Certain third party Open Source Software (listed in Exhibit "A" hereto) is currently incorporated in and/or required to run the Licensed Software. **CBP AGREES WITH RESPECT TO LICENSED SOFTWARE TO COMPLY WITH THE APPLICABLE LICENSE TERMS FOR EACH SUCH OPEN SOURCE SOFTWARE. BOEING WILL INFORM CBP IF ANY SUCH OPEN SOURCE SOFTWARE REQUIRES AUTHORIZATION AND CONSENT OF CBP FOR PURPOSES OF THIS LICENSE AGREEMENT (SEE EXHIBIT A).**

5.3 CBP authorizes and consents pursuant to 28 U.S.C. 1498 (b) to any infringement of any copyright in any work protected under the copyright laws of the United

States for all use and manufacture contemplated by this Agreement. Additionally, such authorization and consent shall be made an express contract term of SBI-net Contract HSBP1006D01353.

VI. ASSIGNMENT

6.1 Except as otherwise provided in this Agreement, CBP shall have no right to transfer the Licensed Core Software or Documentation to any third party, by sale or otherwise, or assign the license or other rights and obligations contained in this Agreement without the express written consent of Boeing.

VII. MAINTENANCE, INSTALLATION, SUPPORT, AND UPDATES

7.1 Boeing will provide personnel, to the extent reasonably available, to assist with set up, integration, testing and analyses at the CBP for the purposes and duration of the Task Order Number HSBP1208J19363.

7.2 Boeing will notify CBP of any updates to Licensed Core Software, funded exclusively by Boeing with no United States Government funding, released by Boeing as they become available. Any such updates which Boeing determines, at its sole discretion, should be made available to CBP shall be subject to the terms and conditions of this Agreement. If any such update furnished to CBP includes COTS or Open Source Software not included in Exhibit "A", Boeing shall so inform CBP by unilaterally amending and providing CBP a revised Exhibit "A". The requirements of Article V, COTS and Open Source Software, will be applicable to all COTS and Open Source Software on the revised Exhibit "A".

7.3 Other than as provided in Paragraphs 7.1 and 7.2 of this Article VII, Maintenance, Installation, Support and Updates, Boeing shall have no obligation to install, support, maintain, debug, or update the Licensed Software, COTs or Open Source Software.

7.4 CBP agrees to timely disclose to Boeing problems with the Licensed Software in accordance with the problem reporting process established and disclosed to CBP hereinafter by Boeing.

VIII. DISCLAIMERS AND LIABILITY

8.1 LICENSED SOFTWARE AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS, AND BOEING MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, CUSTOM, OR CONDUCT, WITH RESPECT TO THE LICENSED SOFTWARE AND DOCUMENTATION OR OTHER MATERIAL OR SERVICES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL BOEING BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 CBP shall be liable only to the extent permitted under the Federal Torts Claims Act (FTCA).

8.3 NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A WARRANTY OR REPRESENTATION THAT THE USE OF THE LICENSED SOFTWARE OR DOCUMENTATION WILL BE FREE FROM INFINGEMENT OF PATENTS, UTILITY MODELS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY OR INDUSTRIAL PROPERTY RIGHTS OF THIRD PARTIES.

8.4 CBP acknowledges and agrees that the Licensed Software has heretofore been used internally at Boeing as a development tool. The Licensed Software is not a catalog product of the Boeing Company, and as such, may require a significant amount of further development and customization before it is suitable for any particular application.

8.5 With respect to the Open Source Software in Exhibit A, Boeing makes no representations whatsoever and all such Open Source Software shall be provided "as is."

IX. MODIFICATIONS

9.1 All Licensed Modified Software shall be delivered in both executable and binary and source code format with Government Purpose Rights as required under Task Order HSBP1208J19363.

X. TERM AND TERMINATION

10.1 This Agreement shall be effective as of the date set forth above as the Effective Date, or if left blank, as of the date of execution by CBP and shall remain in force until termination or expiration of the Task Order Number HSBP1208J19363.

10.2 CBP shall have the right to terminate this Agreement any time upon notice in writing to Boeing.

10.3 Boeing may terminate this Agreement upon sixty (60) days written notice if:

(a) CBP defaults on any term, covenant, or condition contained in this Agreement and such default or condition is not cured to Boeing's reasonable satisfaction within the notice period; or

(b) Upon the termination of SBInet Contract Number HSBP1006D011353.

10.4 Upon termination or expiration of this Agreement, CBP shall:

(a) Discontinue use of Licensed Core Software and Documentation and any copies thereof and, upon the written instruction of Boeing, shall deliver to Boeing or destroy all previously delivered Licensed Core Software and Documentation, and any copies thereof except CBP may retain the executable Licensed Core Software to the extent it is necessary to operate the Licensed Modified Software;

(b) Except as set forth in 10.4(a) above, erase or destroy all of Licensed Core Software and Documentation and copies thereof contained in or stored in any form or medium, including the memory and storage devices of a computer or computer system;

(c) Certify in writing that the foregoing has been accomplished within thirty (30) days of the expiration or termination of this Agreement.

10.5 The termination rights set forth above shall be in addition to, and not in substitution for, any other remedies that may be available to Boeing or CBP, and any termination and the exercise of such rights shall not relieve Boeing and CBP from any obligations accrued to the date of such termination or relieve Boeing or CBP from liability and damages to CBP or Boeing for breach of this Agreement.

10.6 Notwithstanding any expiration or termination of this Agreement, the provisions of Articles IV, PROTECTION; V, COTS AND OPEN SOURCE SOFTWARE; VIII, DISCLAIMERS AND LIABILITY; IX, MODIFICATIONS; X, TERM AND TERMINATION; XI, EXPORT CONTROL; and XII, MISCELLANEOUS, shall survive such expiration or termination.

XI. EXPORT CONTROL

CBP will comply with all U.S. export control laws and regulations. The information that Boeing discloses pursuant to this Agreement may be subject to the provisions of the Export Administration Act of 1979 and the Export Administration Regulations promulgated there under,

the Arms Export Control Act, and the International Traffic in Arms Regulations, and the sanctions laws administered by the Office of Foreign Assets Control. CBP acknowledges that these statutes and regulations impose restrictions on import, export and transfer to third countries of certain categories of data, and that licenses from the U.S. Department of State and/or the U.S. Department of Commerce may be required before such data can be disclosed hereunder, and that such licenses may impose further restrictions on use and further disclosure of such data.

XII. MISCELLANEOUS

12.1 This Agreement, along with SBInet Contract Number HSBP1006D011353, Command, Control, Communications, and Intelligence (C3I) Common Operating Picture ("COP") Task Order Number HSBP1208J19363, constitute the entire and only agreements between the parties relating to the subject matter hereof, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreement altering or supplementing the terms hereof shall be effective unless made by means of a written document signed by the duly authorized representatives of the parties. In the event of any conflict between this Agreement and SBInet Contract Number HSBP1006D011353, Command, Control, Communications, and Intelligence (C3I) Common Operating Picture ("COP") Task Order Number HSBP1208J19363, the terms of this Agreement shall govern.

12.2 Any notice required by this Agreement shall be effective when given by prepaid, first class, certified mail, return receipt requested, addressed to Boeing or CBP, as set forth below, or to such other addresses as may be given under the terms of this paragraph 12.2 of Article XII, Miscellaneous:

BOEING:

The Boeing Company.
1421 Jefferson Davis Highway
Suite 200 / MC: 793J-P002
Arlington, Virginia 22202-3259
Attention : **(b) (6)**

CBP:

ATTN: Marla Sands, Contracting Officer
Department of Homeland Security
Customs and Border Protection
1300 Pennsylvania Ave NW, NP1310
Washington DC 92647-2099

12.3 If any provision or part of any provision, of this Agreement is found to be invalid, then such provision, or the invalid part thereof, shall be stricken from the Agreement, and the remaining provisions shall remain in full force and effect.

12.4 As between Boeing and CBP, this Agreement shall be construed and enforced in accordance with the federal laws of the United States of America.

12.5 The Parties expressly agree that one copy of the Licensed Core Software, in source code format, shall be escrowed by an independent third party upon the request of the Licensee and successful negotiation of appropriate funding. The Parties shall negotiate in good faith to negotiate an escrow agreement within 90 days of the effective date of this Agreement. . The release of the Licensed Core Software from escrow shall be authorized only to fulfill the contractual requirements for the C3I task order and shall be triggered in the event of a Termination for Default of the SBInet Contract Number HSBP1006D011353, Command, Control, Communications, and Intelligence (C3I) Common Operating Picture ("COP") Task Order Number HSBP1208J19363; or in the event such Termination for Default is converted into a Constructive Termination for Convenience or a no-cost settlement, and Boeing can no longer support the software.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement in duplicate originals.

(b) (6)

**Boeing SBInet Contract Administrator
THE BOEING COMPANY**

11-29-07
Date

(b) (6)

**Marla Sands
SBInet Contracting Officer
US Customs and Border Protection**

12/7/07
Date

EXHIBIT A – COTS and Open Source Software

COTS *:

- BattleSpace Developers Option (Boeing Product)

OPEN SOURCE SOFTWARE (License information to be provided to LICENSEE by BOEING) *:

- jcommon-0.7.1.jar (GNU LGPL)
- jfreechart-0.9.4.jar (GNU LGPL)
- jibx-bind.jar (XPP3 license)
- jibx-run.jar (XPP3 license)
- jnl.jar
- junit.jar (Common Public License)
- log4j-1.2.8.jar (Apache License Version 1.1)
- openmap.jar (BBN License)
- ptplot5_1.jar (UC Berkeley License)
- servlet.jar (Apache License Version 2.0)
- xpp3.jar (XPP3 licence)
- log4j-1.2.8 (Apache License Version 1.1)
- commons-beanutils.jar (Apache License Version 2.0)
- Commons-beanutils-core
- commons-Chain-1.0
- commons-digester.jar (Apache License Version 2.0)
- commons-logging.jar (Apache License Version 2.0)
- commons-collections.jar (Apache License Version 1.1)
- Commons-Collections-testframework-3.1 (Apache License Version 2.0)
- Beanutils (Apache License Version 2.0)
- Chain (Apache License Version 2.0)
- Collections (Apache License Version 2.0)
- Digester (Apache License Version 2.0)
- Logging (Apache License Version 2.0)
- Commons-Pool-1.3 (Apache License Version 2.0)
- Xalan-j_2_6_0 (Apache License Version 2.0)
- Jdom-1.0b8 (Apache Style License)
- jakarta-regexp-1.2.jar (Apache License Version 2.0)

- Log4cpp (LGPL)
- jgb v0.6.5.a (LGPL)
- rxtx v2.1.7 (LGPL)
- tcl
- sdl (LGPL)
- gtk (LGPL)
- GLUT v3.7
- Gecko (Mozilla Public License)
- AVFormat, AVCodec, AVUtil (LGPL)

OPEN SOURCE SOFTWARE SUBJECT TO U.S. GOVERNMENT AUTHORIZATION AND CONSENT (28 USC 1498(B)) FOR THE PROGRAM*:

*Note – Boeing reserves the right at all times to update this list of COTS and OPEN SOURCE SOFTWARE. Additionally this list may change with later versions of the LICENSED SOFTWARE.

**SOSCOE SOFTWARE LICENSE FOR COMMERCIAL-OFF-THE-SHELF AND OPEN
SOURCE COMPONENTS**

THIS AGREEMENT, effective as of November 28, 2007, is made by and between:

The Boeing Company, having an address at 5301 Bolsa Avenue, Huntington Beach, California 92647-2099 (hereinafter referred to as "BOEING"), and Customs and Border Protection (hereinafter referred to as "LICENSEE").

WHEREAS, BOEING is the Lead Systems Integrator for the TACOM Life Cycle Management Command (TACOM) under Contract W56HZV-05-C-0724 for the Future Combat Systems (FCS) System Development and Demonstration (SDD) Phase Program;

WHEREAS, under Contract W56HZV-05-C-0724, BOEING is developing certain computer software and computer software documentation referred to as the System of Systems Common Operating Environment ("SOSCOE"), which is an information management backbone and application interface structure for implementation of a distributed network and comprises all databases, data sets, and software required to make the SOSCOE fully functional under operating conditions, including, without limitation, information assurance, ontologies, and task integration networks;

WHEREAS, BOEING has the right to license COTS and Open Source Software incorporated in SOSCOE, and to provide SOSCOE to LICENSEE, as set forth herein;

WHEREAS, use of SOSCOE is required on the FCS Program and on other programs with which the FCS Program is required to interface;

WHEREAS, it is of critical importance to the FCS Program and in general that the dissemination of SOSCOE be carefully controlled, the quality of SOSCOE be assured, and configuration control of SOSCOE be maintained,

WHEREAS, the US Government has certain rights to SOSCOE under Contract W56HZV-05-C-0724 in the FCS Program and BOEING has responsibilities under that Agreement to ensure that the dissemination of SOSCOE is carefully controlled, the quality of SOSCOE is assured, and configuration control of SOSCOE is maintained; and the Government and Boeing have mutually determined that this AGREEMENT facilitates fulfillment of those responsibilities, and;

WHEREAS, LICENSEE is a U.S. Government entity or contractor charged with performance of the Secure Border Initiative ("SBI net") (hereinafter referred to as "the Licensed Programs"), and desires to obtain a license for the COTS and Open Source software incorporated in SOSCOE for the purpose of prototype evaluation and production purposes of the SBI net Command, Control, Communications and Intelligence (C3I) Task Order HSBP1208J19363 under Contract Number HSBP1006D01353 (hereinafter referred to as the Purpose);

WHEREAS, both parties agree other Department of Homeland Security ("DHS") Components may require use of SOSCOE which will require DHS and Boeing to execute additional licensing agreements with respect to COTS and Open Source components of SOSCOE.

WHEREAS LICENSEE will enter into a DISTRIBUTION AGREEMENT with TACOM as to portions of SOSCOE developed by Boeing under the FCS Program that are subject to Government Purpose Rights, and which are not COTS or Open Source software (the "GPR Portions");

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties agree as follows:

I. DEFINITIONS

For purposes of this Agreement, the following terms shall have the indicated meanings:

1.1 "LICENSED SOFTWARE" shall mean the COTS and Open Source software incorporated into the current version of SOSCOE (designated "Build 1.9") and any updates or enhancements of said COTS or Open Source software, and additional or replacement COTS or Open Source Software if incorporated in future Builds of SOSCOE and provided to LICENSEE hereunder.

1.2 "COTS" shall mean commercial-off-the-shelf software of other companies.

1.3 "Open Source Software" shall mean publicly available software of others which may be used under license at no cost (if there is a cost, such will be considered COTS).

1.4 "DOCUMENTATION" shall mean manuals and other printed or written information provided by BOEING to LICENSEE to describe or explain LICENSED SOFTWARE and/or SOSCOE, its use, or its operation.

1.5 "PM FCS (BCT)" shall mean the Government Program Manager for the Future Combat Systems Program.

II. DELIVERY AND LICENSE GRANT

2.1 BOEING shall, within two (2) weeks of the date hereof, provide to LICENSEE (a) 1 copy of SOSCOE (which incorporates and integrates LICENSED SOFTWARE and the GPR Portions), and (b) 1 copy of DOCUMENTATION, by delivery to LICENSEE at the address specified in Paragraph 12.2 or such other address that may be mutually agreed in writing between BOEING and LICENSEE for use in accordance with the terms and conditions of this Agreement. SOSCOE shall be provided in executable code form, and also to the extent considered appropriate by the PM FCS (BCT), in source code form.

2.2 BOEING hereby grants LICENSEE, subject to Article V, a fully paid-up, non-exclusive, non-transferable license, in the United States, solely for the Purpose, to:

(a) Install and use up to two hundred (200) copies (this number will be increased by Boeing upon request of LICENSEE by a notice in writing to LICENSEE subject to Boeing's determination of availability based on its licenses for the COTS incorporated in SOSCOE and approval of PM FCS (BCT)) of the LICENSED SOFTWARE and subsequent releases thereof furnished to LICENSEE by BOEING, in Licensee's Command Centers;

(b) Otherwise, install and use LICENSED SOFTWARE and subsequent releases thereof furnished to LICENSEE by BOEING, at LICENSEE's facilities and/or in LICENSEE's equipment/vehicles under LICENSEE's control;

(c) Use DOCUMENTATION; and

(d) Make a reasonable number of copies of the LICENSED SOFTWARE and DOCUMENTATION so long as all such copies are marked with existing third party copyright and proprietary notices, and adequate records of such copies are maintained and made available for review by BOEING at reasonable times and places.

2.3 The license granted hereunder shall not include the right to:

(a) Print, copy, reproduce, or electronically transmit LICENSED SOFTWARE or DOCUMENTATION in whole or in part, in any form whatever, except as specifically provided herein; or

(b) Use LICENSED SOFTWARE to provide computing services for third parties.

2.4 It is understood that SOSCOE (rather than just the LICENSED SOFTWARE) is provided as a convenience to LICENSEE, and that the GPR Portions are subject to the DISTRIBUTION AGREEMENT.

III. LICENSE FEE

3.1 In view of the overall purpose of this Agreement, and the terms and conditions set forth herein, the license fee shall be considered as paid up.

IV. PROTECTION

4.1 The LICENSED SOFTWARE may include proprietary information of a third party, and any such third party shall be a third party beneficiary of this Article IV and also Article II relative to its proprietary information. LICENSEE therefore agrees not to disclose the LICENSED SOFTWARE or the related DOCUMENTATION other than for the Purpose and only to its employees (and, in the case of U.S. Government Organizations, its Government support contractor employees at LICENSEE's facilities) who are fully apprised of LICENSEE's obligations under this Agreement and who are under written obligations to protect the proprietary information of third parties in LICENSEE's possession.

4.2 LICENSEE agrees to take appropriate steps to ensure that the LICENSED SOFTWARE and the DOCUMENTATION are not copied, misappropriated, or otherwise used in violation of this Agreement. LICENSEE agrees to fully cooperate in identifying and prosecuting unauthorized copying, appropriation, or use of the LICENSED SOFTWARE or the DOCUMENTATION.

4.3 LICENSEE's right to reverse assemble, reverse compile, or otherwise reverse engineer Open Source Software in LICENSED SOFTWARE is subject to the limitations in the applicable licenses for Open Source Code software listed in Exhibit A. LICENSEE agrees not to reverse assemble, reverse compile, or otherwise reverse engineer COTS in LICENSED SOFTWARE without prior written approval of the PM FCS (BCT).

V. COTS AND OPEN SOURCE SOFTWARE

5.1 This Agreement does not provide LICENSEE any rights to use the COTS and Open Source Software which are listed in Exhibit A other than use with SOSCOE and only for the Purpose. COTS and Open Source Software included in LICENSED SOFTWARE are listed in Exhibit A. **LICENSEE AGREES TO COMPLY WITH THE APPLICABLE LICENSE TERMS FOR EACH OF SUCH OPEN SOURCE SOFTWARE.**

5.2 Java Platform Interface. LICENSEE may not create additional classes, interfaces, or subpackages that are contained in the "java" or "sun" packages or similar as specified by Sun Microsystems, Inc. ("Sun") in any class file naming convention. In

the event that LICENSEE creates an additional API(s) which: (i) extends the functionality of a Java Environment; and, (ii) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, LICENSEE must promptly publish broadly an accurate specification for such API for free use by all developers. Nothing in this Paragraph prohibits LICENSEE from developing, using, and/or distributing "LICENSEE Software" written in languages other than Java, and/or creating API's there from, even though such LICENSEE Software possesses capabilities that may be similar to the (Sun) Software (JDK), SO LONG AS: (a) such LICENSEE Software is developed without infringing Sun's intellectual property rights; and (b) such LICENSEE Software is not created within the "java" or "sun" packages or similar as specified by Sun in any class file naming convention.

5.3 Trademarks and Logos. This AGREEMENT does not authorize LICENSEE to use any Sun name, trademark or logo. LICENSEE acknowledges that Sun owns the Java trademark and all Java-related trademarks, logos and icons including the Coffee Cup and Duke ("Java Marks") and agrees to: (i) comply with the Java Trademark Guidelines at <http://www.sun.com/policies/trademarks>; (ii) not do anything harmful to or inconsistent with Sun's rights in the Java Marks; and (iii) assist Sun in protecting those rights, including assigning to Sun any rights acquired by Licensee in any Java Mark.

VI. ASSIGNMENT

6.1 Subject to Article II and IV, LICENSEE shall have no right to transfer the LICENSED SOFTWARE or DOCUMENTATION to any third party, by sale or otherwise, or to sublicense or assign the license or other rights and obligations contained in this Agreement without the express written consent of BOEING.

VII. MAINTENANCE, INSTALLATION, SUPPORT, AND UPDATES

7.1 BOEING may, in its sole discretion, provide installation support and initial training for the LICENSED SOFTWARE or SOSCOE as BOEING deems appropriate,

consistent with BOEING's resources and manpower reasonably available to provide such services.

7.2 BOEING will, if directed by the PM FCS (BCT), notify LICENSEE of any updates and/or additions to LICENSED SOFTWARE released by BOEING under the FCS Program, as they become available, e.g., subsequent SOSCOE Builds. Any such updates which the PM FCS (BCT) determines are required for the Purpose, will be made available to LICENSEE upon direction of the PM FCS (BCT) in accordance with the terms and conditions of this Agreement (if any such update to be made available includes COTS or Open Source Software which is not but should be included in Exhibit A, BOEING shall so inform LICENSEE by providing LICENSEE a revised Exhibit A, as the requirements of Article V will be applicable to all COTS and Open Source Software on the revised Exhibit A). While unlikely, COTS included in an addition to LICENSED SOFTWARE may require a separate license (which may require a fee) with the third party owner before use is authorized by LICENSEE. BOEING will promptly advise LICENSEE in this regard and amend this Agreement accordingly should that circumstance arise.

7.3 Subject to Paragraphs 7.1 and 7.2, BOEING shall have no obligation to install, support, maintain, debug, or update the LICENSED SOFTWARE, but may do so at its discretion.

7.4 LICENSEE agrees to timely disclose to BOEING problems with the LICENSED SOFTWARE in accordance with the problem reporting process established by BOEING (BOEING will inform LICENSEE of this process).

VIII. DISCLAIMERS AND LIABILITY

8.1 SUBJECT TO CONTRACT W56HZV-05-C-0724, SOSCOE and LICENSED SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, AND BOEING MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, CUSTOM, OR CONDUCT, WITH RESPECT TO SOSCOE AND THE LICENSED SOFTWARE AND DOCUMENTATION OR OTHER MATERIAL OR SERVICES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY

AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL BOEING OR LICENSEE BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 SUBJECT TO CONTRACT W56HZV-05-C-0724, NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A WARRANTY OR REPRESENTATION THAT THE USE OF SOSCOE OR THE LICENSED SOFTWARE OR DOCUMENTATION WILL BE FREE FROM INFRINGEMENT OF PATENTS, UTILITY MODELS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY OR INDUSTRIAL PROPERTY RIGHTS OF THIRD PARTIES.

IX. MODIFICATIONS

9.1 LICENSEE may as required for the Purpose modify the LICENSED SOFTWARE, but only after obtaining written permission from the PM FCS (BCT). Any such permission will take into consideration applicable restrictions on the COTS in LICENSED SOFTWARE and will be subject to the licenses for the Open Source Software listed in Exhibit A. If LICENSEE does make any such modifications, it will promptly provide a copy thereof, in both executable and source code form, to the PM FCS (BCT) with Government Purpose Rights (as defined in DFARS 252.227-7014). Any modifications of LICENSED SOFTWARE made by Boeing with funding from LICENSEE under Contract Number HSBP1006D01353 and Task Order HSBP1208J19363 will be provided to LICENSEE with Government Purpose Rights as set forth in said Task Order and subject to the terms of the DISTRIBUTION AGREEMENT.

X. TERM AND TERMINATION

10.1 This Agreement shall be effective as of the date of execution by LICENSEE.

10.2 LICENSEE shall have the right to terminate this Agreement any time upon notice in writing to BOEING and the PM FCS (BCT).

10.3 Subject to the approval of the PM FCS (BCT), BOEING may terminate this Agreement upon sixty (60) days written notice if:

- (a) LICENSEE defaults on any term, covenant, or condition contained in this Agreement and such default or condition is not cured to BOEING's reasonable satisfaction within the notice period; or
- (b) BOEING reasonably determines that LICENSEE no longer has a need to use LICENSED SOFTWARE for the Purpose; or
- (c) The DISTRIBUTION AGREEMENT with LICENSEE has been terminated.

10.4 Upon termination of this Agreement LICENSEE shall:

- (a) Discontinue use of LICENSED SOFTWARE and any copies thereof and, upon the written instruction of BOEING, shall deliver to BOEING or destroy all previously delivered LICENSED SOFTWARE and DOCUMENTATION, and any copies thereof;
- (b) Erase or destroy all of LICENSED SOFTWARE and DOCUMENTATION and copies thereof contained in or stored in any form or medium, including the memory and storage devices of a computer or computer system;
- (c) Certify in writing that the foregoing have been accomplished within thirty (30) days of termination.

10.5 The termination rights set forth above shall be in addition to, and not in substitution for, any other remedies that may be available to BOEING, and any termination and the exercise of such rights shall not relieve LICENSEE from any obligations accrued prior to the date of such termination or relieve LICENSEE from liability and damages to BOEING for breach of this Agreement.

10.6 Notwithstanding any expiration or termination of this Agreement, the provisions of Articles IV, V, VIII, IX, X, XI and XII shall survive such expiration or termination.

XI. EXPORT CONTROL; CRITICAL PROGRAM INFORMATION

11.1 The information that BOEING discloses pursuant to this Agreement may be subject to the provisions of the Export Administration Act of 1979 and the Export Administration Regulations promulgated thereunder, the Arms Export Control Act, and the International Traffic in Arms Regulations, and the sanctions laws administered by the Office of Foreign Assets Control. LICENSEE acknowledges that these statutes and regulations impose restrictions on import, export and transfer to third countries of certain categories of data, and that licenses from the U.S. Department of State and/or the U.S. Department of Commerce may be required before such data can be disclosed hereunder, and that such licenses may impose further restrictions on use and further disclosure of such data.

11.2 If SOSCOE or LICENSED SOFTWARE or portions thereof are at any time designated as Critical Program Information ("CPI") under the FCS Program Protection Plan which is included in Boeing's Agreement with the Government for the FCS Program, LICENSEE agrees to comply with all applicable CPI requirements relative to SOSCOE and LICENSED SOFTWARE.

XII. MISCELLANEOUS

12.1 This Agreement, Contract Number HSBP1006D01353, and Task Order HSBP1208J19363 to Boeing constitutes the entire and only agreements between the parties relating to the subject matter hereof, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreement altering or supplementing the terms hereof shall be effective unless made by means of a written document signed by the duly authorized representatives of the parties. In the event of any conflict between this Agreement and Contract Number HSBP1006D01353 and Task Order HSBP1208J19363, the terms of this Agreement shall govern.

12.2 Any notice required by this Agreement shall be effective when given by prepaid, first class, certified mail, return receipt requested, addressed to BOEING or LICENSEE, as set forth below, or to such other addresses as may be given from time to time under the terms of this Paragraph:

Contract: HSBP1006D01353
Task Order: HSBP1208J19363

Attachment 4

SOSCOE Software
License Agreement

BOEING:

The Boeing Company
5301 Bolsa Avenue
Huntington Beach, California 92647

Attn: (b) (6)

LICENSEE:

Department of Homeland Security
Customs and Border Protection
1300 Pennsylvania Ave. NW, NP1310
Washington DC 20229

Attn: Ms. Marla Sands

12.3 If any provision or part of any provision, of this Agreement is found to be invalid, then such provision, or the invalid part thereof, shall be stricken from the Agreement, and the remaining provisions shall remain in full force and effect. IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

THE BOEING COMPANY

(b) (6)

Contracts Management
Future Combat Systems

Title

November 28, 2007

Date

(b) (6)

Signature

Marla Sands

SBI-net Contracting Officer

US Customs and Border Protection

Title

12/7/07

Date

EXHIBIT A –COTS and Open Source Software v. 1.9

COTS*

- Java Dynamic Management Kit – Sun Microsystems, Inc.
- Jabber XCP – Jabber, Inc.
- ICE – ZeroC, Inc.
- OS Abstractor - MapuSoft
- DB2 Enterprise - IBM
- Tivoli Directory Server - IBM
- Cape Clear Server – Cape Clear Software
- Systinet UDDI Registry - HP
- TrendMicro InterScan VirusWall – Trend Micro
- Fast Search & Transfer Data Search 360 – Fast Search & Transfer
- PCI (Pass Client Interface) – Future Skies Inc.

OPEN SOURCE SOFTWARE (License information to be provided to LICENSEE by BOEING) *:

- Xerces Java 2.6.2
- Xalan – Java 2.7.0
- Xalan C++ 1.10
- Xerces 2.7.0
- Apache Axis java
- OpenSSL fips 1
- JXTA
- ANTLR (Another Tool for Language Recognition)
- Adaptive Communication Environment (ACE)
- JACE
- Apache Axis C++
- Tomcat (For versions 5.0, 4.1, 3.3)
- Loki Library
- UUID Library (libuuid version 1.3.5)
- Graphical Editing Framework (GEF)
- Eclipse 3.10
 - junit 3.8.1
 - Apache Lucene 1.4.3
 - Apache Ant 1.6.2
- Jena
 - junit.jar
 - icu4j.jar
 - concurrent.jar
 - commons-logging.jar
 - log4j-1.2.7.jar

- jakarta-oro-2.0.5.jar
- xercesImpl.jar
- xml-apis.jar
- jena.jar
- antlr.jar
- rdf-api-2001-01-19.jar
- OWL API SWRL
 - log4j.jar
 - kazuki.jar
 - xmlparserapis.jar
 - ekit.jar
 - ekitspell.jar
 - jcalendar.jar
 - protege-owl.jar
 - junit.jar
 - icu4j.jar
 - concurrent.jar
 - commons-logging.jar
 - log4j-1.2.7.jar
 - jakarta-oro-2.0.5.jar
 - xercesImpl.jar
 - xml-apis.jar
 - jena.jar
 - antlr.jar
 - rdf-api-2001-01-19.jar
- JXTA-C
 - Apr
 - Aprutil
 - Sqlite
 - Libxml2 2.6.19
- Expat XML Parser
- Apache HTTP Server
- NetBDS mtree
- Arabica

OPEN SOURCE SOFTWARE SUBJECT TO U.S. GOVERNMENT AUTHORIZATION AND CONSENT (28 USC 1498(B)) FOR THE PROGRAM*:

- None

*Note – The list of COTS and OPEN SOURCE SOFTWARE may change with later versions of the LICENSED SOFTWARE.