

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 11
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE 12/22/2009	4. REQUISITION/PURCHASE REQ. NO 0020040998	5. PROJECT NO. (If applicable)	
6. ISSUED BY Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW Room 7.2C Washington DC 20229	CODE 7014	7. ADMINISTERED BY (IF OTHER THAN ITEM 6) CODE		
		Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW Room 7.2C Washington DC 20229		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) THE BOEING COMPNAV DBA/BOEING 1215 SOUTH CLARK ST STE 600 ARLINGTON VA 2202-3259		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		<input checked="" type="checkbox"/> 10A. MODIFICATION OF CONTRACT/ORDER NO. /HSBP1208J21892		
CODE:		10B. DATED (SEE ITEM 11) 06/25/2008		
FACILITY CODE:				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				

The above numbered, solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  is extended  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If Required)	
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14</b>	
<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43,103 (b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR Clause 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor  is NOT  is required to sign this document and return 1 copies to the issuing office.

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

A. The purpose of this modification is to:

- (1) Provide incremental funding at \$24,999,804 for continued performance;
- (2) Correct typing errors on P00013 paragraph B CLIN 00010, CLIN 00020, and the Total Fee. The following changes are made :  
 CLIN 00010 Total is changed from (b) (4)  
 CLIN 00020 Total is changed from (b) (4)  
 Total Fee is changed from (b) (4)

SEE FOLLOWING PAGES

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (b) (6) Contract Administrator, The Boeing Co.		16A. NAME AND TITLE OF CONTRACTING OFFICER MARIO DIZON, Contracting Officer	
15B. CONTRACTOR/OFFEROR (b) (6) (Signature of person)	15C. DATE SIGNED 12/22/09	16B. DATE SIGNED (b) (6)	16C. DATE SIGNED 12/22/09

14. A. (Continued)

- (3) Change administrative information for Contracting Officer and Contracting Specialist;

Contracting Officer

Mario Dizon

(b) (6)

571-468-7190 (fax)

Contract Specialist

(b) (6)

(b) (6)

571-468-7190 (fax)

- (4) Add CLIN 150 thru 200 as informational CLINs for the purpose of obligating \$24,999,804;

CLIN 00150 This is an informational CLIN that provides (b) (4) to fund CLIN 00010

CLIN 00160 This is an informational CLIN that provides (b) (4) to fund CLIN 00020

CLIN 00170 This is an informational CLIN that provides (b) (4) to fund CLIN 00030

CLIN 00180 This is an informational CLIN that provides (b) (4) to fund CLIN 00040

CLIN 00190 This is an informational CLIN that provides (b) (4) to fund CLIN 00060

CLIN 00200 This is an informational CLIN that provides (b) (4) to fund CLIN 00070

B. CLINs are funded through March 31, 2010 as follows:

	<u>Estimated</u>		
	<u>Cost</u>	<u>Fee</u>	<u>Total</u>
<u>CLIN 0010</u> Changed From: <b>Changed By:</b> Changed To:	(b) (4)	(b) (4)	(b) (4)
<u>CLIN 0020</u> Changed From: <b>Changed By:</b> Changed To:			
<u>CLIN 0030</u> Changed From: <b>Changed By:</b> Changed To:			
<u>CLIN 0040</u> Changed From: <b>Changed By:</b> Changed To:			
<u>CLIN 0050</u> Changed From: <b>Changed By:</b> Changed To:			
<u>CLIN 0060</u> Changed From: <b>Changed By:</b> Changed To:			
<u>CLIN 0070</u> Changed From: <b>Changed By:</b> Changed To:			
<u>TOTAL</u> Changed From: Changed By: Changed To:			

- C. Total obligated amount for this modification is \$24,999,804
- D. Total obligated amount and available for payment in accordance with the clause 52.232-22 "Limitation of Funds" is \$115,030,303.
- E. The following administrative information is changed:

**Section B – Supplies or Services and Prices/Costs**

CLIN	Description	Estimated Costs	Target Fee
CLIN 00010	Professional services, travel, and data for Program Management/Administration in accordance (IAW) with the attached Statement of Work (SOW) For Arizona Deployment dated October 23, 2009. TUS-1 cost estimate/fee: (b) (4) AJO-1 cost estimate/fee: (b) (4)	(b) (4)	(b) (4)
CLIN 00020	Professional Services, travel, and data for Tower Installation IAW the attached SOW for Arizona Deployment dated October 23, 2009 TUS-1 cost estimate/fee: (b) (4) AJO-1 cost estimate/fee: (b) (4)	(b) (4)	(b) (4)
CLIN 00030	Material, and data IAW the attached SOW for Arizona Deployment dated October 23, 2009 TUS-1 cost estimate/fee: (b) (4) AJO-1 cost estimate/fee: (b) (4)	(b) (4)	(b) (4)
CLIN 00040	Schedule/Performance Award Fee TUS-1: (b) (4) AJO-1: (b) (4)		(b) (4)
CLIN 00050	Professional services, travel, and data For Tower Payloads IAW the attached SOW for Arizona Deployment dated October 23, 2009 TUS-1: cost estimate/fee: (b) (4) AJO-1: cost estimate/fee: (b) (4)	(b) (4)	(b) (4)
CLIN 00060	Professional services, travel, and data For Facilities IAW the attached SOW for Arizona Deployment dated October 23, 2009. TUS-1: cost estimate/fee: TBD AJO-1: cost estimate/fee: TBD	(b) (4)	(b) (4)

CLIN 00070	Professional services, travel, and data for Integration/Test IAW the attached SOW for Arizona Deployment dated October 23, 2009. TUS-1: cost estimate/fee: (b) (4) AJO-1: cost estimate/fee: (b) (4)	(b) (4)	(b) (4)
	TOTALS	(b) (4)	(b) (4)
CLIN 00080	This is an unpriced (informational) CLIN that provides (b) (4) to fund CLIN 00030		
CLIN 00090	This is an informational CLIN that provides (b) (4) to fund CLIN 00050		
CLIN 00100	This is an informational CLIN that provides (b) (4) to fund CLIN 00070		
CLIN 00110	This is an informational CLIN that provides (b) (4) to fund CLIN 00010 at (b) (4); CLIN 00020 at (b) (4) and CLIN 00070 at (b) (4)		
CLIN 00120	This is an informational CLIN that provides (b) (4) to fund CLIN 00030		
CLIN 00130	This is an informational CLIN that provides (b) (4) to fund CLIN 00010 at (b) (4); CLIN 00020 at (b) (4); CLIN 00060 at (b) (4) and CLIN 00070 at (b) (4)		
CLIN 00140	This is an informational CLIN that provides (b) (4) to fund CLIN 00010 at (b) (4); CLIN 00020 at (b) (4); CLIN 00030 at (b) (4); CLIN 00050 at (b) (4); CLIN 00060 at (b) (4) and CLIN 00070 at (b) (4)		
CLIN 00150	This is an informational CLIN that provides (b) (4) to fund CLIN 00010		
CLIN 00160	This is an informational CLIN that provides (b) (4) to fund CLIN 00020		
CLIN 00170	This is an informational CLIN that provides (b) (4) to fund CLIN 00030		
CLIN 00180	This is an informational CLIN that provides (b) (4) to fund CLIN 00040		
CLIN 00190	This is an informational CLIN that provides (b) (4) to fund CLIN 00060		
CLIN 00200	This is an informational CLIN that provides (b) (4) to fund CLIN 00070		

## Section B – Contract Pricing Terms and Conditions

### 1. GENERAL

The contractor shall furnish all personnel, facilities, equipment, materials, supplies, and services necessary for the contractor to deploy the designs for

TUS-1 and AJO-1 in accordance with the attached statement of work for Arizona Deployment dated October 23, 2009.

**2. PERIOD OF PERFORMANCE**

The estimated period of performance for this task order twenty three (23) months, or from June 25, 2008 through May 27, 2010.

**3. TASK ORDER TYPE:**

This task order is issued under the SBInet Contract (HSBP1006D1353) which is an indefinite delivery/indefinite quantity (IDIQ) contract.

This task order is changed from a Cost Plus Incentive (CPIF) for cost and schedule/performance incentives to a CPIF for cost incentives and a Cost-Plus Award Fee (CPAF) for performance/schedule incentives. The award fee establishes the evaluation criteria, responsibilities and procedures for evaluating Boeing's performance for mission effectiveness toward achieving accelerated tower deployment for TUS-1 and AJO-1 at the lowest possible cost.

**4. TOTAL TASK ORDER TARGET COST, TARGET FEE, AWARD FEE, AND OVERALL COMPLETION DATE**

Total task order target cost and target fee is \$108,173,703. The total task order target cost is (b) (4) The total task order target fee is (b) (4) or (b) (4) of total task order total cost less travel and travel related indirect costs, and facilities capital cost of money. The total award fee is (b) (4) or (b) (4) of total task order total cost less travel and travel related indirect costs, and facilities capital cost of money. The total task order target cost, target fee, and award fee are set for task order target completion of not later than May 27, 2010.

**5. COST INCENTIVE FEE STRUCTURE:**

The cost incentive fee and schedule/performance award fee will be cumulative and in no case shall the total maximum fee exceed (b) (4) of the target cost less travel and travel related indirect costs, and facilities capital cost of money. The minimum fee shall not be less than (b) (4) of the target cost less travel and travel related indirect costs, and facilities capital cost of money

**5.1 Incentive Structure**

The following cost incentive structure is established in association with the target completion dates identified in Section B.5.2. The fee is split between TUS-1 and AJO-1 as follows: 75% for TUS-1 and 25% for AJO-1

Target Cost Fee: (b) (4) (b) (4) of target cost less travel and travel related indirect costs, and facilities capital cost of money)

Maximum Fee: (b) (4) (b) (4) of target cost less travel and travel related indirect costs, and facilities capital cost of money: Maximum Fee includes the schedule/performance award fee of (b) (4) @ (b) (4) plus the target cost fee @ (b) (4).

Minimum Fee: (b) (4) (b) (4) of target costs less travel and travel related indirect costs, and facilities capital cost of money)

**Share line:**

For a total actual cost greater than target cost (cost overrun), costs exceeding the target cost shall be shared as follows:

Government's share:	75%
Contractor's share:	25%

For a total actual cost less than target cost (cost underrun), costs less the target cost shall be shared as follows:

Government's share:	75%
Contractor's share:	25%

The contractor's fee shall be adjusted as follows:

1. Determine the cost overrun or underrun variance (Target cost less actual allowable cost);
2. Determine the contractor's fee (Cost variance times the contractor's overrun or underrun share ratio (percentage) plus (Target fee) equal (Contractor fee).

**5.2 Schedule/Performance Award Fee.**

**5.2.1 Award Fee Pool (distribution)**

- a. TUS-1: (b) (4)
- b. AJO-1: (b) (4)

5.2.2 See attached Performance Evaluation Plan (PEP) for Award Fee criteria.

**5.2.3 The following is the criteria for acceptance of Projects TUS-1 and AJO-1:**

1. Completion of Systems Acceptance Testing
  - a. Completion of test results "Hotwash"
  - b. Preliminary Results and Predictions of Analysis
2. All Categories 1 & 2 non-conformance items closed (includes Initial Reviews (IR), Test Initial Reviews (TIR)).
3. Plan of action on all open Category 3 non-conformances
4. Acceptance Data Package (ACP) of "as-built" System
  - a. Reconciliation of as-built vs. as-designed
  - b. Includes results from Assembly Check-out testing data (Factory Acceptance type testing)
5. Certification & Accreditation
  - a. Plan of action for any issue identified in the Security Assessment Report
  - b. Evidence of Complete Network Operations Center/Secure Operations Center (NOC/SOC) procedures

A successful/acceptable SAT for TUS-1 is achieved when no Category 1 or Category 2 failures exist, but Category 3 issues may be present.

- Category 1 is a failure of the systems primary system functions. Any safety related issue is Category 1 failure.
- Category 2 is a partial failure or degradation of primary systems functions that impacts primary functionality but functionality is achievable with alternative method of operation.
- Category 3 is an issue that results in degraded operations of minor functionality or where a work around is available to enable operations to continue.

The evidence to be presented in Final Acceptance Package for TUS-1 and AJO-1 follows:

1. Close out of all non-conformances (includes IRs, TIRs, etc) to include government concurrence as applicable, including root cause analysis and corrective action steps and schedule.
2. Satisfactory completion of the Systems Acceptance to include Systems Acceptance Test reports and performance analysis results.

3. Final delivery of the Acceptance Data Package (ADP) which documents the reconciliation of the "as built" configuration of the TUS-1/AJO-1 System to the final "as designed" baseline.

4. Certification & Accreditation

a. All issues or conditions to "authority to operate", identified in the Security Assessment Report are documented with approved plans in the Plan of Action Milestones (POAM)

b. Evidence of Complete NOC/SOC procedures.

5. Project Integration Specifications metrics are satisfied\*:

<u>Probability of Detect</u>	<u>Probability of ID</u>	<u>Operational Availability</u>			
<u>Threshold</u>	<u>Objective</u>	<u>Threshold</u>	<u>Objective</u>	<u>Threshold</u>	<u>Objective</u>

(b) (7)(E)

In addition to the three specifications above, a fourth specification is as follows:

\*\*Technology Coverage (radar-based)

Coverage is based on the linear line (statute miles) of border covered by technology as follows:

TUS-1: (b) (7)(E)  
AJO-1: (b) (7)(E)

\* The metrics are based on the Modeling and Simulation models that are based on a seven workstation COP configuration. Any adjustment to the workstation COP configuration will require a review and change to the metrics.

\*\*The methodology of determining technology coverage is based on the document entitled, Miles of Border Covered by Technology, Revision 0.9, 6/25/2008 incorporated by reference.

6. All CDRLs delivered and accepted by the government except final financial reports.

**5.3 Provisional Fee Payment Schedule.**

Schedule provisional fee payments will be made monthly and will be calculated as follows:

$$\text{Provisional Fee Payment} = \frac{\text{Target Fee}}{\text{Months of Performance (23)}} \times 0.85$$

## 6. Final Fee Determination on Cost

The final fee determination will be calculated by the Contracting Officer when the Contractor has completed all activities included in the SOW. The final fee determination will be based on the total cost of the Task Order and the target schedule dates and cost. The final fee payment will be the difference between the final fee determination minus the sum of provisional fee payments made during the period of the Task Order.

If the sum of provisional fee payments made during the period of the Task Order is greater than the overall fee that is calculated by the Contracting Officer in her final fee determination, the Contractor shall reimburse the amount of fee already paid that is greater than that earned and shall pay interest to the CBP at a rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1 and July 1. The interest will be accrued daily from the date of the Contracting Officer final fee determination to the date of reimbursement by the Contractor and will be compounded in 30 day increments. Reimbursement must be made within 15 calendar days of the Contracting Officer final fee determination.

## 7. Obligation of Funds

a. Total funds in the amount of \$115,030,303, are obligated herewith and made available for payment of allowable and allocable costs and fees from the effective date of this Task Order through March 31, 2010 for CLIN 00010 at (b) (4) CLIN 00020 at (b) (4) CLIN 00030 at (b) (4) CLIN 00040 at (b) (4) CLIN 00050 at (b) (4) CLIN 00060 at (b) (4) CLIN 00070 at (b) (4) CLIN 00040 is unfunded.

b. Funds are obligated by line item. Allocation of estimated costs and target fee is shown by project; specifically, TUS-1 and AJO-1 within the description of the line item. The contractor shall notify the contracting officer in writing with a detailed explanation of any change in the specific project's estimated cost. All parties shall come to an agreement of the revised project cost within three (3) working days; and the contracting officer will notify the contractor of the acceptance of the revised cost within three (3) working days. The contracting officer will reallocate funds accordingly via modification to the task order. The contractor is authorized to invoice at the Contract Line Item (CLIN) level.

**ATTACHMENT INFORMATION  
FOR  
AWARD/ORDER/IA MODIFICATION: HSBP1208J21892P00014**

**I.1 SCHEDULE OF SUPPLIES/SERVICES**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
150	ADTO Program Mgmt CLIN 10	1.000	AU	<b>(b) (4)</b>	<b>(4)</b>
160	ADTO Tower Install CLIN 20	1.000	AU		
170	ADTO Equipment CLIN 30	1.000	AU		
180	ADTO Incentive Fee CLIN 40	1.000	AU		
190	ADTO Vehicles/Facilities CLIN 60	1.000	AU		
200	ADTO Integration/Test CLIN 70	1.000	AU		

**Total Funded Value of Award:**

**\$115,546,956.00**

**I.2 ACCOUNTING and APPROPRIATION DATA**

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
150	6999.3194USCSGLCS0900009000Z00009173SB03 SB3003194	<b>(b) (4)</b>
160	6999.3194USCSGLCS0900009000Z00009173SB03 SB3003194	
170	6999.3194USCSGLCS0900009000Z00009173SB03 SB3003194	
180	6999.3194USCSGLCS0900009000Z00009173SB03 SB3003194	
190	6999.3194USCSGLCS0900009000Z00009173SB03 SB3003194	
200	6999.3194USCSGLCS0900009000Z00009173SB03 SB3003194	

**I.3 DELIVERY SCHEDULE**

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
CUSTOMS AND BORDER PROTECTION SECURE BORDER INITIATIVE (SBINET)1300 PENNSYLVANIA AVE NW RM 7.5 WASHINGTON, DC 20229	150	1.000	03/31/2010
	160	1.000	03/31/2010
	170	1.000	03/31/2010
	180	1.000	03/31/2010
	190	1.000	03/31/2010
	200	1.000	03/31/2010