

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE 2/4/2010	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) Department of Homeland Security Customs and Border Protection 1300 Pennsylvania Ave NW Room 7.2C Washington DC 20229	CODE	
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)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. /HSBP1208J21892		
CODE:		FACILITY CODE:		10B. DATED (SEE ITEM 11) 06/25/2008
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				

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

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

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers, FAILURE OF YOUR 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)

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

- 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.
- 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).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 43.103(a), MUTUAL AGREEMENT OF ALL PARTIES
- D. OTHER (Specify type of modification and authority)

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.
The purpose of this modification is to:

(SEE CONTINUATION 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) Contact Administrator	16A. NAME AND TITLE OF CONTRACTING OFFICER MARIO DIZON Contracting Officer
15B. (b) (6) (Authorized to sign)	15C. DATE SIGNED 4 Feb 2010
(b) (6)	16C. DATE SIGNED 2/4/10

NSN 7540-01-280-5500
Previous Edition Unusable

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

Part I – SCHEDULE

a. The purpose of this modification, as indicated on the following pages, is to Establish CLIN 00080, entitled “Government Property Repair,” and to incorporate into SECTION C paragraphs C.1 through C.11 “Border Patrol Early Operations of the Block 1 System in the Tucson AOR” to provide early activity for members of the Border Patrol (BP) to become acquainted with and gain insight in the operational capabilities provided them in support of the BP Concept of Operations, by the early use (prior to Operational Testing) of the Block 1 SBInet system. As a result, this Task Order is revised as follows:

1. The cost for CLIN 00080 shall be initially supported by the (b) (4) the Contractor has agreed (b) (4) to provide teardown, inspection and repair cost for damaged or lost government property in use at TUS-1, and as stipulated in paragraph C.2 of Section C incorporated herein. Such initial support funds shall be definitized by a supplemental modification.

2. CLIN 00080 is established at an estimated cost not to exceed (NTE) (b) (4), and is non-fee bearing.

3. SECTION C “Descriptions/Specifications/Statement of Work is revised to incorporate the aforementioned paragraphs for Border Patrol Early Operations of the Block 1 System in the Tucson AOR.

4. SECTION F “Deliveries or Performance” is revised to incorporate the period of performance for newly established CLIN 00080 as 04 February 2010 through 28 February 2011. The total task order period of performance will be definitized in a supplemental modification.

b. All other Terms and Conditions remain unchanged.

SECTION B – Supplies or Services and Prices/Cost:

CLIN 00080 is Established as Follows:

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
00080	REPAIR OF GOVERNMENT PROPERTY Descriptive Data: The Contractor shall in accordance with SECTION C paragraph C.2 incorporated herein, shall assume all the cost up to (b) (4), for the services, supplies, material, labor and equipment for the teardown, inspection, repair, and damages or lost of	EA	NTE (b) (4)	(b) (4)

Government property in use at Tus-1. At the point where the (b) (4) has been expended, TUS-1 equipment that need be returned to vendor (RTV) for a cost estimate for teardown and a cost estimate/quote for repair or replacement shall not exceed the pre-approved amount of equal to or less than (b) (4) per unit. All repairs greater than the pre-approved amount will require written approval from the Contracting Officer. Additionally, all AJO-1 Government property RTV for teardown and a cost estimate/quote for repair or replacement shall additionally not exceed the pre-approved amount of equal to or less than (b) (4) per Unit. Amounts greater than the pre-approved amount will require written approval from the Contracting Officer. This CLIN is non-fee bearing. The period Of performance shall be from 04 Feb 2010 to 28 Feb

2011.

SECTION C – Description/Specification/Statement of Work:

SECTION C is revised to incorporate the following:

C.1 Maintenance or repairs under CLIN 00080 shall be performed at cost exclusive of fee and are not subject to the contract cost share, and subject to the established cost/funding ceiling. Additionally, during the period of performance of these efforts the Contractor shall not seek equitable adjustments or consideration from CBP for impacts to the TUS-1 schedule resulting from Border Patrol use during Border Patrol Early Operations of the Block 1 System in the Tucson AOR.

C.2 The Contractor shall be responsible for the first (b) (4) of tear down, inspection and repair cost for damaged or lost government property in use at TUS-1 and discovered on or after the date of this modification but prior to the date the contractor declares TUS-1 Ready for Operational Testing and Evaluation (RFOT&E).

C.2.1 These costs shall not be allowable nor invoiced under this task order.

C.2.2 Damaged and lost government property discovered prior to the date of this modification or after the date the contractor declares TUS-1 RFOT&E, or in excess of (b) (4) cap (limit) shall be allowable and managed in accordance with the government property provisions of this task order.

C.2.3 All other government property assigned to this contract shall be managed in accordance with the government property provisions of this contract.

C.3 During the period of Border Patrol Early Operations of the Block 1 System in the Tucson AOR by the Border Patrol, contractor personnel will provide the same level of accountability (including configuration control, fault identification and documentation) and support for the TUS-1 System as they would if contractor Test Personnel were utilizing the system. Further, the contractor will not seek equitable adjustment or consideration from CBP of impacts to the TUS-1 schedule resulting from Border Patrol use during Border Patrol Early Operations of the Block 1 System in the Tucson AOR.

C.4 Border Patrol will engage in Border Patrol Early Operations of the Block 1 System in the Tucson AOR during times when work, maintenance or testing is not being performed on the system. Since field work is limited at night, it is expected that the vast majority of the Early Operations will be conducted from dusk until dawn. This time provides a key opportunity to exercise the system to support ongoing Border Patrol operations as well as capturing system anomalies based on operational use.

C.5 Border Patrol Early Operations of the Block 1 System in the Tucson AOR will begin at date of execution of this modification, and will continue until 17 September, 2010. There will be periods where the system may not be available (e.g. during the period where C&A scanning is occurring, after configuration lockdown for SAT or if a critical ITI failure occurs) due to maintenance or planned SAT events.

C.6 To support Border Patrol planning for Border Patrol Early Operations of the Block 1 System in the Tucson AOR, the contractor will provide a rolling 10 day look ahead schedule. This schedule will define the specific windows (date/time) of opportunity available (expected to be from approximately 8pm until 5am daily) for user assessment to allow the Border Patrol to plan field resources as required. Updates to the schedule will be provided daily at the time the system is transitioned from either production or formal test control to operational test. The contractor will provide Program technical and support personnel on site throughout the period of Border Patrol Early Operations of the Block 1 System in the Tucson AOR to assist the Border Patrol in use of the system, and to capture system issues and operator feedback

C.7 The contractor will host a Daily Coordination meeting at the beginning of each shift in which the TUS-1 system will be operated by the Border Patrol for Border Patrol Early Operations of the Block 1 System in the Tucson AOR. The Daily Coordination meeting will include briefings to Border Patrol operators on the current status of the system and any known issues that could affect the operation of the system during that shift. This briefing will include any limitations of the system. At the completion of each shift the contractor will host an End of Shift meeting with the Border Patrol Agents to review issues and capture operator comments regarding the system performance/behavior observed during the shift, and to review the system status/configuration prior to handing the system back to either production or formal test control.

C.8 A 10-day Look ahead plan will be developed and presented to Border Patrol at the Daily Coordination meeting to document the planned work, expected system status and identify the detailed system availability times for the Border Patrol to conduct Border Patrol Early Operations of the Block 1 System in the Tucson AOR. The 10-day Look ahead plan will identify the hours the system will be available. Border Patrol Early Operations of the Block 1 System in the Tucson AOR will commence not earlier than 1 hour after completion of the Contractor's planned or unplanned maintenance, work, or qualification testing and cease not later than 1 hour prior to the start of planned or unplanned maintenance, work, or qualification testing the following day. In circumstances where the Border Patrol is engaged in an active law enforcement action using the TUS-1 system, the contractor will enable time for the Border Patrol Agent to work through and complete the operational mission prior to the beginning planned maintenance work or qualification testing.

C.9 The contractor will provide on-site technical and operational support personnel to the Border Patrol during periods of Border Patrol Early Operations of the Block 1 System in the Tucson AOR. These individuals will be knowledgeable in the operation of the system and will support the operators by answering questions, providing Subject Matter Expert assistance to perform specific functions and capture system issues and operator feedback.

C.10 Feedback from the Border Patrol operators gathered during Border Patrol Early Operations of the Block 1 System in the Tucson AOR will be formally captured by the contractor personnel and will be entered into a Program database for use in subsequent development, test, and training efforts leading to OT&E. This will include both system and operational issues/comments. These issues will be reviewed jointly by the contractor and Customs and Border Protection and dispositioned for resolution. Issues determined to be system failures or non-conformances will be entered into TIPQA and closed via existing program processes. During periods not to interfere with SAT Dry Runs and SAT Runs for Record the intent is to exercise the ILS function and capture system failures through the SBInet Call Center and Maximo work order process. All other issues will be evaluated, and recommended action will be approved by the contractor and Customs and Border Protection (i.e. revised/enhanced training, enhancement for future revisions, operational changes, etc.).

C.11 All of the contractor's labor cost associated with the Border Patrol Early Operations of the Block 1 System in the Tucson AOR, shall be charged to the applicable CLIN representing the labor being expended. The contractor upon request by the Government shall provide the Government with a breakout or spreadsheet of such cost, for Government tracking or evaluation purposes.

SECTION F – Deliveries or Performance:

SECTION F (1) is revised as follows:

The Period of Performance for Line Item 00080 shall be from 04 February 2010 through 28 February 2011.