

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   7
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE 2/24/2010	4. REQUISITION/PURCHASE REQ. NO	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		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State, and Zip Code) THE BOEING COMPNY DBA/BOEING 1215 SOUTH CLARK ST STE 600 ARLINGTON VA 2202-3259		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. /HSBP1208J21892	
CODE:		FACILITY CODE:	10B. DATED (SEE ITEM 11) 06/25/2008	
<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)

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a) "BILATERAL MODIFICATION/MUTUAL AGREEMENT OF ALL PARTIES"
<input type="checkbox"/>	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.)

(SEE CONTINUATION PAGES)

Except as provided herein, all terms and conditions of the document referenced in 1 \_\_\_\_\_ and in full force and effect.

15A. NAME AND TITLE OF SIGNER (b) (6) Contract Administrator, The Boeing Co.	15C. DATE SIGNED 24 Feb 2010	16C. DATE SIGNED 2/24/10
(b) (6) _____ on authorized to sign)		

Previous Edition Unusable

130 (REV. 10-83)  
FAR (48 CFR) 53.243

Part I – SCHEDULE

a. The purpose of this modification, as indicated on the following pages, is as follows:

1. Page 2 of 4, paragraph B, CLIN 00040 of P00013 is administratively corrected as follows:

	Changed From (Incorrect P00013 Values)	Change To (Corrected P00017 Values)
Changed From:	(b) (4)	(b) (4)
By:	(b) (4)	(b) (4)
To:	(b) (4)	(b) (4)

Note: The P00013 By: amount of (b) (4) should have been (b) (4)

2. The target incentive fee of CLIN 00010 thru 00030 and CLIN 00050 thru 00070 is reduced in order to fund (b) (4) reallocated to CLIN 00080, for the funding repairs of government property.

3. Authorizes the contractor to make a single point adjustment (SPA) to the ADTO baseline for all work performed through February 2010 month end during the incorporation of the Over Target Baseline and Over Target Schedule (OTB/OTS).

4. Additionally authorizes the Contractor to continue performance beyond the previous estimated end date of May 27, 2010.

5. Revises the Limitation of Cost clause, and replace SECTION B – Supplies or Services and Price/Cost and SECTION B- Contract Pricing Terms and Conditions in it's entirety with the attached SECTION B – Supplies or Services and Price/Cost and SECTION B- Contract Pricing Terms and Conditions.

6. Revises the Descriptive data of CLIN 00080 to read, "The Contractor shall in accordance with Section C, Paragraph C.1 incorporated herein, assumes the cost of material, labor and equipment for the teardown, inspection, repair, and damages or lost of Government property. At the point where the (b) (4) has been expended, the Contractor shall not exceed the pre-approved amount of equal to or less than (b) (4) per unit without the 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."

7. The Below tables are included in support of the reduced incentive fee per SECTION B CLIN changes.

TABLE I

This table is incorporated herein to identify the CLINs which the incentive fee has been decreased by (b) (4) to support CLIN 00080:

CLIN		Estimated Cost	Fee	Total
00010	Changed From	(b) (4)	(b) (4)	(b) (4)
Program Management & Administration	Changed By			
	Changed To			
00020	Changed From			
Tower Installation	Changed By			
	Changed To			
00030	Changed From			
Material	Changed By			
	Changed To			
00040	Changed From			
Incentive Fee	Changed By			
	Changed To			
00050	Changed From			
Tower Payloads	Changed By			
	Changed To			
00060	Changed From			
Facilities	Changed By			
	Changed To			

00070	Changed From	(b) (4)	(b) (4)	(b) (4)
Integration/Test	Changed By			
	Changed To			
00080	Changed From			
Government Property	Changed By			
	Changed To			
Grand Total	Changed From			
All CLINS	Changed By			
	Changed To			

TABLE II

The below table which indicates task order funding is herein incorporated to track the decrease in incentive fee against the CLIN funding by (b) (4) to support CLIN 00080:

CLIN		Estimated Funding	FEE	TOTAL
00010	Changed From	(b) (4)	(b) (4)	(b) (4)
Program Management & Administration	Changed By			
	Changed To			
00020	Changed From			
Tower Installation	Changed By			
	Changed To			
00030	Changed From			
Material	Changed By			
	Changed To			
00040	Changed From			
Incentive Fee	Changed By			

	<b>Changed To</b>	(b) (4)	(b) (4)	(b) (4)
<b>00050</b>	<b>Changed From</b>			
<b>Tower Payloads</b>	<b>Changed By</b>			
	<b>Changed To</b>			
<b>00060</b>	<b>Changed From</b>			
<b>Facilities</b>	<b>Changed By</b>			
	<b>Changed To</b>			
<b>00070</b>	<b>Changed From</b>			
<b>Integration/Test</b>	<b>Changed By</b>			
	<b>Changed To</b>			
<b>00080</b>	<b>Changed From</b>			
<b>Government Property</b>	<b>Changed By</b>			
	<b>Changed To</b>			
<b>Grand Total</b>	<b>Changed From</b>			
<b>All CLINS</b>	<b>Changed By</b>			
	<b>Changed To</b>			

8. The Contractor is further authorized to make a single point adjustment to the ADTO baseline for all work through February 2010 month end during the incorporation of an "Over Target Baseline" and Over "Target Schedule". The original Period of Performance was the estimated completion date for this contract. The contractor is authorized to continue beyond the previous estimated end date of May 27, 2010 to Ready for Operational Test & Evaluation (RFOT&E) plus 60 days for TUS-1 and AJO-1 respectively. Government Inspection and Acceptance for TUS-1 shall occur no later than 160 days after the contractor declares ROT&E or 45 days after completion of OT&E, whichever occurs earlier. Government Inspection and Acceptance for AJO-1 shall occur no later than 90 days after the contractor declares ROT&E or 45 days after completion of OT&E, whichever occurs earlier." The below table represents the Ready for Operational Test and Evaluation, Project Closeout Activities, and Government Inspection and Acceptance dates for TUS-1 and AJO-1.

<b>TUS-1 Project Estimated Dates</b>	
Ready for Operational Test & Evaluation Date:	September 15, 2010
Project Close Out Activities:	November 15, 2010
Government Inspection and Acceptance (No Later Than):	February 23, 2011
<b>AJO-1 Project Estimated Dates</b>	
Ready for Operational Test & Evaluation Date:	December 16, 2010
Project Close Out Activities:	February 15, 2011
Government Inspection and Acceptance (No Later Than):	March 17, 2011

9. Resulting from the Government accepting the Contractors reduction in incentive fee for continued performance beyond May 27, 2010, Modification P00016, Page 2, Block 14, Paragraph A, Subparagraphs 1, 2, and 3 are hereby revised to read:

a. The cost for CLIN 00080 shall be initially supported by reallocating (b) (4) from the incentive fee of all CLINs except the award fee CLIN 00040. The Contractor shall provide teardown, inspection and repair cost for damaged or lost government property in accordance with the revised attached Statement of Work, Paragraph C.1., incorporated herein.

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

c. The Contractor shall support The Border Patrol Early Operations of the Block 1 system in the Tucson AOR in accordance with the attached Statement of Work, Paragraph C.2., incorporated herein.

d. Section C – Description/Specifications/Statement of Work and Section F – Deliveries or Performance is hereby replaced in it’s entirety with the attached Section C – Description/Specifications/Statement of work and Section F – Deliveries or Performance.

10. Paragraphs 4.1 - Evaluation Periods, page 8 of the Performance Evaluation Plan (PEP) is changed from: “The SBI<sup>net</sup> ADTO evaluation periods, both preliminary and final, will be based on the latest approved baseline. As of the signing of this document, the baseline date for the system to be ready for Operational Test is 30 Nov 2009. The baseline date may change over time based on current contracting actions. Should the Contractor accelerate the delivery of the system for each period (TUS-1 and AJO-1), the evaluation period will be mutually adjusted, and the AFB shall conduct the evaluation of performance on a similarly accelerated schedule.

TO: The SBI<sup>net</sup> ADTO evaluation periods, both preliminary and final, will be based on the latest approved baseline. As of the signing of this document, the baseline date for the system to be ready for Operational Test is September 15, 2010 for Tus-1, December 16, 2010 for AJO-1 and final acceptance no later than March 17, 2011. Should the Contractor accelerate the delivery of the system for each period (TUS-1 and AJO-1), the evaluation period will be mutually adjusted, and the AFB shall conduct the evaluation of performance on a similarly accelerated schedule.

11. Paragraph 6.1 Technical Performance Schedule of the PEP, is changed from:  
“Contractor delivers the system ready for OT on the date the contractor declared based on the latest approved baseline date (as of the signing of this document, the baseline date for the system to be ready for Operational Test is 30 Nov 2009. The baseline date may change over time based on current contracting actions).”

TO: “Contractor delivers the system ready for OT on the date the contractor declared based on the latest approved baseline date (as of the signing of this document, the new baseline date for the system to be ready for Operational Test is September 15, 2010 for Tus-1, December 16, 2010 for AJO-1 and final acceptance no later than March 17, 2011.

Note: Changes to paragraphs 4.1 and 6.1 will be provided upon signature).

12. Pursuant to FAR 52.232-20 – Limitation of Costs, the limitation of the Government’s obligation under this task order is \$115,537,564.

13. The total task order value and funding remains unchanged.

b. All other Terms and Conditions remain unchanged.

c. Attachments to this Modification

1. Section B - Supplies or Services and Prices/Costs (Pages 4 – 10)
2. Section C - Description/Specification/Statement of Work (Pages 11 – 12)
3. Section F - Deliveries or Performance (Page 13)

**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: TBD AJO-1 cost estimate/fee: TBD	(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: TBD AJO-1 cost estimate/fee: TBD	(b) (4)	(b) (4)
CLIN 00030	Materiel, and data 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 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: TBD AJO-1: cost estimate/fee: TBD	(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: TBD AJO-1: cost estimate/fee: TBD	(b) (4)	(b) (4)
CLIN 00080	Repair of Government Property Descriptive Data: The Contractor shall in accordance with Section C, Paragraph C.1 incorporated herein, for the cost of material, labor and equipment for the teardown, inspection, repair, and damages or lost of	(b) (4)	(b) (4)

Government property.  
At the point where the (b) (4) has been expended, the Contractor shall not exceed the pre-approved amount of equal to or less than (b) (4) per unit without the 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.

TOTALS

(b) (4)

(b) (4)

## 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 changed to May 27, 2010 to May 17, 2011.

The contractor is authorized to continue beyond the previous estimated end date of May 27, 2010 to Ready for Operational Test & Evaluation (RFOT&E) plus 60 days for TUS-1 and AJO-1 respectively. Government Inspection and Acceptance for TUS-1 shall occur no later than 160 days after the contractor declares ROT&E or 45 days after completion of OT&E, whichever occurs earlier. Government Inspection and Acceptance for AJO-1 shall occur no later than 90 days after the contractor declares ROT&E or 45 days after completion of OT&E, whichever occurs earlier.

### 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.

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

Total task order target cost and target fee is \$108,173,249. 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 less (b) (4) in reduction of the incentive fee as of a result of incentives offered by the Contractor for continued performance beyond the estimated completion date of May 27, 2010. 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 Mar 17, 2011.

## 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 less (b) (4) in reduction of the incentive fee as of a result of incentives offered by the Contractor for continued performance beyond the estimated completion date of May 27, 2010.

### 5.1 Incentive Structure

The following cost incentive structure is established in association with the target completion dates identified in the contractor's approved integrated master schedule.

Target Cost Fee: (b) (4) (b) (4) of target cost less travel and travel related indirect costs, and facilities capital cost of money less (b) (4) of the incentive fee as of a result of consideration offered by the Contractor for continued performance beyond the estimated completion date of May 27, 2010.)

Maximum Fee: (b) (4) (b) (4) of target cost less travel and travel related indirect costs, and facilities capital cost of money less (b) (4) of the incentive fee as of a result of consideration offered by the Contractor for continued performance beyond the estimated completion date of May 27, 2010); 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 less \$900,000 of the incentive fee as of a result of consideration offered by the Contractor for continued performance beyond the estimated completion

date of May 27, 2010.)

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-build 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 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.

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 \$127,476,104 are obligated herewith and made available for payment of allowable and allocable costs and fees from the effective date of this Task Order through Final Acceptance 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) and; CLIN 00080 at (b) (4) (which is funded by reducing the task order incentive fee funding amount by (b) (4) for repairs of Government property as of a result of consideration offered by the Contractor for continued performance beyond the estimated completion date of May 27, 2010.)

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.

## **SECTION C – Description/Specification/Statement of Work**

### **C.1 Repair of Government Property**

C.1.1. 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.

C.1.2. The Contractor has agreed to a reduction of the incentive fee as incentives for continued performance beyond the estimated completion date of May 27, 2010 in the amount not to exceed the (b) (4) for the tear down and inspection, and repair cost for damaged or lost government property.

C.1.3. The costs for repairs of Government property shall be allowable and invoiced under this task order under CLIN 00080. The first (b) (4) of funding have been reallocated from the incentive fee for the repairs of Government property pursuant to C.1.2 above.

C.1.4 At the point where the (b) (4) has been expended, the Contractor shall not exceed a pre-approved amount of equal to or less than (b) (4) per unit without the written approval from the Contracting Officer.

C.1.5. All other government property assigned to this contract shall be managed in accordance with the government property provisions of this contract.

### **C.2. Border Patrol Early Operations of the Block 1 System in the Tucson AOR**

C.2.1. 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.2.2. 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.2.3 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.2.4 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.2.5. 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.2.6. 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.2.7 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.2.8 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 SBI-net 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.2.9 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**

- F. **Repair of Government Property (CLIN 00080):** The Period of Performance for Line Item 00080 shall be from 04 February 2010 through 28 February 2011, or until the contractor declares Ready for OT&E for TUS-1 and AJO-1 respectively, which ever is earlier.

**(NOTE:** ILS will pick up government property repair for failed government property discovered after ROT&E for each sector)