AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE 1 OF PAGES 1

2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
P00006	07-27-2010	0020054198	

6. ISSUED BY CODE 70050800

DHS - Customs & Border Protection
Department of Homeland Security
1300 Pennsylvania Ave, NW
Procurement Directorate - NP 1310
Washington DC 20229

7. ADMINISTERED BY (If other than Item 6) CODE

DHS - Customs & Border Protection
Department of Homeland Security
1300 Pennsylvania Ave, NW
Procurement Directorate - NP 1310
Washington DC 20229

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)

DEFENSE SUPPORT SERVICES LLC

901 LINCOLN DRIVE WEST
STE 200
MOUNT LAUREL NJ 08053-3131

CODE 139847276 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. HSBP1010C00002 /

10B. DATED (SEE ITEM 13) 11-13-09

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE ATTACHED ACCOUNTING AND APPROPRIATION DATA

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)(3)

☐ D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to issuing office.

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

SEE ATTACHED 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 (Type or print)	15C. DATE SIGNED	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	16C. DATE SIGNED
(b) (6) [redacted] LE OF SIGNER (Type or print) SENIOR DIRECTOR, CONTRACT ADMINISTRATION	28 JUL 10	STEPHANIE ALEXANDER Contracting Officer	7-28-10
15B. (b) (6) [redacted] to sign)		16B. UNITED STATES OF AMERICA BY (b) (6) [redacted]	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

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

The purpose of this modification is to (1) obligate additional funding in the amount of (b) (4) under CLIN 0004 to cover the cost of the outstanding procurement actions that passed to DS2 by means of novation from the previous contractor (Re: DS2 Limitation of Cost letter dated July 1, 2010) and (2) obligate additional funding in the amount of (b) (4) to cover the shortfall associated with the purchase of the CP3i satellite tracking systems which were funded with Modification P00005. Accordingly, Contract HSBP1010C00002 is modified as follows:

1. Under SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS, make the following changes:

- Add Line Items 00190 through 00360 under "Schedule of Supplies/Services" as attached hereto.
- Add Line Items 00190 through 00360under "Accounting and Appropriation Information" as attached hereto.
- Add Line Items 00190 through 00360 under "Delivery Schedule" as attached hereto.

As a result of the foregoing, PART D-COST REIMBURSMENT CLIN 0004 is revised as follows:

CLIN 0004 MATERIAL AND AIRCRAFT REPAIRABLES

	From	Increase By	To
EST. COST:	(b) (4)	(b) (4)	(b) (4)

To effect this change, "Part I-The Schedule" contained on Page 2A has been revised and is attached hereto.

Accordingly, the Base Year Total is revised as follows:

BASE YEAR TOTAL ALL CLINs

	From	Increase By	To
EST. COST:	(b) (4)	(b) (4)	$86,619,274

To effect this change, "Part I-The Schedule" contained on Page 2B has been revised and is attached hereto.

The Total Estimated Cost (including all option periods) is hereby added to the Schedule as follows:

TOTAL ESTIMATED COST (INCLUDING PHASE-IN, BASE AND ALL OPTION PERIODS OF PERFORMANCE) FOR ALL CLINs

	From	Increase By	To
EST. COST:	(b) (4)	(b) (4)	$962,436,408

To effect this change, "Part I-The Schedule" contained on Page 2T has been revised and is attached hereto.

2. This modification increases the total obligated amount is by (b) (4) from $75,517,533 to $87,961,427. Therefore, the amount in Block 15G of the Standard Form (SF) 26 is hereby changed to read $87,961,427.

3. Except as modified herein, all other terms and conditions of the subject contract remains unchanged and in full force and effect.

SECTION B SUPPLIES OR SERVICES & PRICES OR COSTS

B.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	CLIN00010 - Phase-In	1.000	AU	(b) (4)	(b) (4)
20	CLIN0002 - Program Management	1.000	AU		
30	CLIN0003 - Labor/ODCs	1.000	AU		
40	CLIN0004 - Materials	1.000	AU		
50	CLIN0004 - Materials	1.000	AU		
60	CLIN0004 - Materials	1.000	AU		
70	CLIN0004 - Materials	1.000	AU		
80	CLIN0005 - Travel	1.000	AU		
90	CLIN0006 - Training	1.000	AU		
100	CLIN0004 - Materials	1.000	AU		
110	CLIN0004 - Materials	1.000	AU		
120	CLIN0004 - Materials	1.000	AU		
130	CLIN0004 - Materials	1.000	AU		
140	CLIN0004 - Materials	1.000	AU		
150	CLIN0004 - Materials	1.000	AU		
160	CLIN0004 - Materials	1.000	AU		
170	CLIN0004 - Materials	1.000	AU		
180	CLIN0005 - Travel	1.000	AU		
190	CLIN0004 - Materials	1.000	AU		
200	CLIN0004 - Materials	1.000	AU		
210	CLIN0004 - Materials	1.000	AU		
220	CLIN0004 - Materials	1.000	AU		
230	CLIN0004 - Materials	1.000	AU		
240	CLIN0004 - Materials	1.000	AU		
250	CLIN0004 - Materials	1.000	AU		
260	CLIN0004 - Materials	1.000	AU		
270	CLIN0004 - Materials	1.000	AU		
280	CLIN0004 - Materials	1.000	AU		
290	CLIN0004 - Materials	1.000	AU		
300	CLIN0004 - Materials	1.000	AU		
310	CLIN0004 - Materials	1.000	AU		
320	CLIN0004 - Materials	1.000	AU		
330	CLIN0004 - Materials	1.000	AU		
340	CLIN0004 - Materials	1.000	AU		
350	CLIN0004 - Materials	1.000	AU		
360	CLIN0004 - Materials	1.000	AU		

Total Funded Value of Award: **$87,961,427.00**

B.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2575USCSGLCS0922100100Z00008112AM01 OM0082575	(b) (4)
20	6100.2575USCSGLCS0922100100Z00010112AM01 FO0132575	
30	6100.2575USCSGLCS0922100100Z00010112AM01 FO0132575	
40	6100.2219USCSGLCS0922100100Z00010112AM01 FO0132219	
50	6100.2575USCSGLCS0922100100Z00010112AM01 FO0132575	
60	1516.2655USCSGLCS0922100100Z00010112AM01 FO0132655	
70	1511.319CUSCSGLCS0922100100Z00010112AM01 FO013319C	
80	6100.2575USCSGLCS0922100100Z00010112AM01 FO0132575	
90	6100.2575USCSGLCS0922100100Z00010112AM01 FO0132575	

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
100	6100.2575USCSGLCS0922100100Z00009112AM01 OM0082575	(b) (4)
110	1516.2655USCSGLCS0922105000Z00006112AM01 OM0082655	
120	1516.2655USCSGLCS0922100100Z00009112AM01 OM0172655	
130	1511.319CUSCSGLCS0922100100Z00009112AM01 OM017319C	
140	1516.2655USCSGLCS0922105000Z00010109AM01 FO0612655	
150	1516.2655USCSGLCS0922100100Z00010112AM01 FO0132655	
160	1516.2655USCSGLCS0922100100Z00010112AM01 FO0132655	
170	6100.2575USCSGLCS0922100100Z00010112AM01 FO0132575	
180	6100.2575USCSGLCS0922100100Z00010112AM01 FO0132575	
190	6100.2575USCSGLCS0922100100Z00007109AM01 OM0252575	
200	6100.2575USCSGLCS0922100100Z00007109AM01 OM0142575	
210	6100.2575USCSGLCS0922100100Z00006109AM01 OM0212575	
220	6100.2575USCSGLCS0922100100Z00007109AM01 OM0262575	
230	1516.2655USCSGLCS0922100100Z00006112AM01 OM0082655	
240	1516.2655USCSGLCS0922100100Z00007112AM01 OM0082655	
250	1516.2655USCSGLCS0922100100Z00007109AM01 OM0262655	
260	1516.2655USCSGLCS0922100100Z00007109AM01 OM0212655	
270	1516.2655USCSGLCS0922100100Z00008109AM01 OM0252655	
280	1516.2655USCSGLCS0922100100Z00006109AM01 OM0212655	
290	1516.2655USCSGLCS0922100100Z00006109AM01 OM0192655	
300	1516.2655USCSGLCS0922100100Z00005109AM01 OM0502655	
310	1516.2655USCSGLCS0922100100Z00007109AM01 OM0252655	
320	1516.2655USCSGLCS0922100100Z00007109AM01 OM0282655	
330	1516.2655USCSGLCS0922100100Z00008109AM01 OM0102655	
340	1511.319CUSCSGLCS0922100100Z00004107AM01 OM050319C	
350	1516.2655USCSGLCS0922100100Z00010112AM01 FO0132655	
360	1516.2655USCSGLCS0922100100Z00004107AM01 OM0502655	

B.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 1300 Pennsylvania Avenue N W Washington, DC 20229	10	1.000	01/31/2010
	20	1.000	09/30/2010
	30	1.000	09/30/2010
	40	1.000	09/30/2010
	50	1.000	09/30/2010
	60	1.000	09/30/2010
	70	1.000	09/30/2010
	80	1.000	09/30/2010
	90	1.000	09/30/2010
	100	1.000	09/30/2010
	110	1.000	09/30/2010
	120	1.000	09/30/2010
	130	1.000	09/30/2010
	140	1.000	09/30/2010
	150	1.000	09/30/2010
	160	1.000	09/30/2010
	170	1.000	09/30/2010
	180	1.000	09/30/2010
	190	1.000	09/30/2010
	200	1.000	09/30/2010
	210	1.000	09/30/2010
	220	1.000	09/30/2010
	230	1.000	09/30/2010
	240	1.000	09/30/2010
	250	1.000	09/30/2010

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
	260	1.000	09/30/2010
	270	1.000	09/30/2010
	280	1.000	09/30/2010
	290	1.000	09/30/2010
	300	1.000	09/30/2010
	310	1.000	09/30/2010
	320	1.000	09/30/2010
	330	1.000	09/30/2010
	340	1.000	09/30/2010
	350	1.000	09/30/2010
	360	1.000	09/30/2010

B.4 CONTRACT TYPE (OCT 2008)

This is a Cost Plus Incentive Fee and Firm-Fixed Price contract, order, or BPA.

[End of Clause]

PART I – THE SCHEDULE
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall provide all labor, material, equipment, tools, data, and etc (total logistics support) to meet the requirements of the Performance Work Statement (PWS) (Attachment (1)), terms and conditions of the contract, and Contractor's proposal (as incorporated into said contract) in support of Customs and Border Protection Aircraft fleet.

PART A –PHASE-IN (DEC 1 – JAN 31, 2010) - - FIRM FIXED PRICE (IAW FAR 16.202-1) CONTRACT LINE ITEM

CLIN	DESCRIPTION	QUANTITY	TOTAL FIRM FIXED PRICE
0001	PHASE-IN IAW THE PWS, Attachment (1), & Contractor's Proposal	1 LOT	(b) (4)

FULL PERFORMANCE (FEB 1, 2010 THROUGH SEP 30 2010) CLINS
PART B – FIRM FIXED PRICE (IAW FAR 16.202-1) CONTRACT LINE ITEM - -

CLIN	DESCRIPTION	QUANTITY/ UNIT	FIXED UNIT PRICE	TOTAL FIRM FIXED PRICE
0002	PROGRAM MANAGEMENT (DIRECT LABOR)	8/MO	(b) (4)	(b) (4)

PART C – COST PLUS INCENTIVE FEE (IAW FAR 16.304) CONTRACT LINE ITEM - -

CLIN DESCRIPTION

0003 AIRCRAFT MAINTENANCE & LOGISTICS SUPPORT (EXCLUDING PROGRAM MANAGEMENT)
Cost Plus Incentive Fee for all labor (excluding Program Management), Other Direct Costs (ODC's including EDP Support) and applicable burdens necessary to meet the requirements of the PWS (Attachment (1)).

TARGET COST (INCLUDING COM)	(b) (4)
TARGET FEE (b) (4)	
TARGET COST PLUS INCENTIVE FEE	
MAXIMUM FEE (b) (4)	
MINIMUM FEE (0%)	$0.00
PROPOSED SHARING RATIOS:	
-GOVERNMENT%/CONTRACTOR%	(b) (4)

PART D – COST REIMBURSEMENT CONTRACT LINE ITEMS -

CLIN	DESCRIPTION		
0004	MATERIAL AND AIRCRAFT REPAIRABLE (Reimbursement shall be limited to subcontractor labor cost for Aircraft repairables, vendors' material invoices, shipping charges and applicable G&A)	EST. COST:	(b) (4)
0005	TRAVEL (Reimbursement shall be limited to FAR 31.205-46 and applicable G&A)	EST. COST:	(b) (4)
0006	TRAINING (Allowable on a case-by-case basis IAW Para. C.5.3.2.4 of PWS- If allowable, reimbursement shall be limited to registration fee, course cost, testing fee, text material cost, related travel costs (IAW FAR 31.205-46), and applicable G&A)	EST. COST:	(b) (4)

PART E – NOT SEPARATELY PRICE (NSP) CONTRACT LINE ITEMS

CLIN	DESCRIPTION	COST
0007	Contract Deliverables (Appendix 10 of Attachment (1) PWS)	NSP
0008	Submission of Standard Form 294 and 295 via eSRS IAW FAR 52.219-9 and Clause H.14	NSP
BASE YEARS TOTAL ALL CLINS		$86,619,274.00

PART E – NOT SEPARATELY PRICE (NSP) CONTRACT LINE ITEMS

CLIN	DESCRIPTION	COST
9006	Contract Deliverables (Appendix 10 of Attachment (1) PWS)	NSP
9007	Submission of Standard Form 294 and 295 via eSRS IAW FAR 52.219-9 and Clause H.14	NSP

PART E – PHASE OUT (AUG 1, 2018 – SEP 20, 2018) - - FIRM FIXED PRICE (IAW FAR 16.202-1) CONTRACT LINE ITEM

CLIN	DESCRIPTION	QUANTITY	TOTAL FIRM FIXED PRICE
9008	PHASE-OUT IAW THE PWS, Attachment (1), & Contractor's Proposal	1 LOT	$0.00

NINTH OPTION TOTAL COST ALL CLINS $98,435,645

TOTAL ESTIMATED COST (INCLUDING PHASE-IN, BASE AND ALL OPTION PERIODS OF PERFORMANCE) FOR ALL CLINS $962,436,408