AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFF. DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00006	02-25-2011	0020054171	

6. ISSUED BY CODE 7014	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	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)*		9A. AMENDMENT OF SOLICITATION NO.
GENERAL ATOMICS AERONAUTICAL SYS 14200 KIRKHAM WAY POWAY CA 92064		9B. DATED *(SEE ITEM 11)* 10A. MODIFICATION OF CONTRACT/ORDER NO. HSBP1010C00071 / 10B. DATED *(SEE ITEM 13)* 06/28/2010
CODE 824684229	FACILITY CODE	

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).
X	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.)*

The purpose of this modification to Contract HSBP1010C00071 is to (1) interchange funding provided in modification P00005 for internal budgeting purposes and (2) make other administrative changes. Accordingly, said contract is modified as follows:

1. Under SECTION B-SCHEDULE OF SUPPLIES/SERVICES, make the following changes to interchange funding provided under modification P00005:

(a) Revise Section B.1 "Schedule of Supplies/Services" as follows:

• Deobligate funds from Line Items 140, 160, 170, and 190 through 310 in its entirety and add Line Items 320 through 500 to interchangeably obligate funds accordingly.

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)*	16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
(b) (6) Sr. Contracts Admin.	STEPHANIE ALEXANDER Contracting Officer
15B. CONTRACTOR/OFFEROR (b) (6) _____ *(Signature of person authorized to sign)*	15C. DATE SIGNED 2/25/11
16B. UNITED STATES OF AMERICA BY (b) (6) *(Signature of Contracting Officer)*	16C. DATE SIGNED 2/25/11

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

- The new line items (320 through 500) replace the older Line Items for internal budgeting purposes only. Several changes apply to the accounting and appropriation data; however the overall funding amount for each CLIN remains unchanged.
- Based on the changes above, Line Items 140, 160, 170, and 190 through 310 are no longer active. As such, invoicing for services rendered during the associated period shall be made against the newly added Line Items 320 through 500.

(b) Under Section B.2 "Accounting and Appropriation Data", add Line Items 320 through 500, as a replacement for Line Items 140, 160, 170, and 190 through 310, as attached hereto.

(c) Under Section B.3 "Delivery Schedule", add Line Items 320 through 500, as a replacement for Line Items 140, 160, 170, and 190 through 310, as attached hereto.

2. Under SECTION B-SCHEDULE OF SUPPLIES/SERVICES, make the following administrative changes:

- Replace Pages 5-A through 5-D with the revised pages 5-A through 5D attached hereto to correct errors made in CLIN 0011 and the Total Time and Material Amounts.
- Replace the Time and Material Rates Sheet with the revise Rate Sheet attached hereto. The revised version corrects the Overtime Rates(b) (4) and incorporates OCONUS Time and Material Rates for the performance of potential overseas operations.

3. Under SECTION J-LIST OF ATTACHMENTS, add and incorporate Attachment 3A, U.S. Air Force Government Furnished Property which has been approved for use on a rent-free non-interference basis.

4. This modification results in no increase or decrease to the total amount obligated and therefore remains unchanged at $17,050,476.00.

5. For Informational Purposes, the "Attachment Information" attached hereto provides a list of Items funded under this contract to date along with the Accounting and Appropriation Data and Delivery Schedule of each Item.

6. Except as modified herein, all other terms and conditions 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	CLIN 0001 Program Management & Training	1.000	AU	(b) (4)	
20	CLIN 0002 Engineering Services	1.000	AU		
30	CLIN 0003 Repair Services	1.000	AU		
40	CLIN 0004 Deployment - Ft. Huachuca	1.000	AU		
50	CLIN 0005 Deployment - Northern Border	1.000	AU		
60	CLIN 0007 Deployment - Southeast Border	1.000	AU		
70	CLIN 0006 Deployment - AMOC & Other	1.000	AU		
80	CLIN 0008 Emergency deployments/OPs	1.000	AU		
90	CLIN 0011 Repairs (Consumables & Parts)	1.000	AU		
100	CLIN 0012 Travel	1.000	AU		
110	CLIN 0013 Subcontract Services	1.000	AU		
120	CLIN 0014 UND Services	1.000	AU		
130	CLIN 0011 Repairs (Consumables & Parts)	1.000	AU		
150	CLIN 0002 Engineering Services	1.000	AU		
180	CLIN 0012 Travel	1.000	AU		
320	CLIN 00010 Program Management & Training	1.000	AU		
330	CLIN 00010 Program Management & Training	1.000	AU		
340	CLIN 00050 Deployment - Northern Border	1.000	AU		
350	CLIN 00070 Deployment - Southeast Border	1.000	AU		
360	CLIN 00070 Deployment - Southeast Border	1.000	AU		
370	CLIN 00130 Subcontractor Services	1.000	AU		
380	CLIN 10010 Program Management & Training	1.000	AU		
390	CLIN 10020 Engineering Services	1.000	AU		
400	CLIN 10030 Repair Service	1.000	AU		
410	CLIN 10040 Deployment - Ft. Huachuca	1.000	AU		
420	CLIN 10050 Deployment - Northern Border	1.000	AU		
430	CLIN 10060 Deployment - AMOC & Other	1.000	AU		
440	CLIN 10070 Deployment - Southeast Border	1.000	AU		
450	CLIN 10080 Emergency deployments/OPs	1.000	AU		
460	CLIN 10110 Repairs (Consumables & Parts)	1.000	AU		
470	CLIN 10110 Repairs (Consumables & Parts)	1.000	AU		
480	CLIN 10120 Travel	1.000	AU		
490	CLIN 10130 Subcontractor Services	1.000	AU		
500	CLIN 10140 UND Services	1.000	AU		

Total Funded Value of Award: **$17,050,476.00**

B.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2575USCSGLCS0922105000Z00010109AM01 FO0712575	(b) (4)
20	6100.2575USCSGLCS0922105000Z00010109AM01 FO0712575	

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
30	6100.2575USCSGLCS0922105000Z00010109AM01 FO0712575	(b) (4)
40	6100.2575USCSGLCS0922105000Z00010109AM01 FO0712575	
50	6100.2575USCSGLCS0922105000Z00010109AM01 FO0712575	
60	6100.2575USCSGLCS0922105000Z00010109AM01 FO0712575	
70	6100.2575USCSGLCS0922105000Z00010109AM01 FO0712575	
80	6100.2575USCSGLCS0922105000Z00010109AM01 FO0712575	
90	1516.2655USCSGLCS0922105000Z00010109AM01 FO0712655	
100	6100.2575USCSGLCS0922105000Z00010109AM01 FO0712575	
110	6100.2575USCSGLCS0922105000Z00010109AM01 FO0712575	
120	6100.2575USCSGLCS0922105000Z00010109AM01 FO0712575	
130	1516.2655USCSGLCS0922105000ZAJA10104R0AM01 FO0142655	
150	6100.2575USCSGLCS0922105000Z00010109AM01 FO0712575	
180	6100.2575USCSGLCS0922105000Z00010109AM01 FO0712575	
320	6100.2575USCSGLCS0922105000Z00007109AM01 OM0092575	
330	6100.2575USCSGLCS0922105000Z00009109AM01 OM0092575	
340	6100.2575USCSGLCS0922105000Z00009109AM01 OM0092575	
350	6100.2575USCSGLCS0922105000Z00009109AM01 OM0092575	
360	6100.2575USCSGLCS0922105000Z00010109AM01 FO0712575	
370	6100.2575USCSGLCS0922105000Z00010109AM01 FO0712575	
380	6100.2575USCSGLCS0922105000Z00009112AM01 OM0092575	
390	6100.2575USCSGLCS0922105000Z00009112AM01 OM0092575	
400	6100.2575USCSGLCS0922105000Z00009112AM01 OM0092575	
410	6100.2575USCSGLCS0922105000Z00009112AM01 OM0092575	
420	6100.2575USCSGLCS0922105000Z00009112AM01 OM0092575	
430	6100.2575USCSGLCS0922105000Z00009112AM01 OM0092575	
440	6100.2575USCSGLCS0922105000Z00009112AM01 OM0092575	
450	6100.2575USCSGLCS0922105000Z00009112AM01 OM0092575	
460	1516.2655USCSGLCS0922105000Z00009112AM01 OM0092655	
470	1516.2655USCSGLCS0922105000Z00011112AM01 FO0142655	
480	6100.2575USCSGLCS0922105000Z00011112AM01 FO0142575	
490	6100.2575USCSGLCS0922105000Z00011112AM01 FO0142575	
500	6100.2575USCSGLCS0922105000Z00011112AM01 FO0142575	

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	12/31/2010
	20	1.000	12/31/2010
	30	1.000	12/31/2010
	40	1.000	12/31/2010
	50	1.000	12/31/2010
	60	1.000	12/31/2010
	70	1.000	12/31/2010
	80	1.000	12/31/2010
	90	1.000	12/31/2010
	100	1.000	12/31/2010
	110	1.000	12/31/2010
	120	1.000	12/31/2010
	130	1.000	12/31/2010
	150	1.000	12/30/2010
	180	1.000	12/30/2010
	320	1.000	12/30/2010
	330	1.000	12/30/2010
	340	1.000	12/30/2010
	350	1.000	12/30/2010
	360	1.000	12/30/2010

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
	370	1.000	12/30/2010
	380	1.000	08/31/2011
	390	1.000	08/31/2011
	400	1.000	08/31/2011
	410	1.000	08/31/2011
	420	1.000	08/31/2011
	430	1.000	08/31/2011
	440	1.000	08/31/2011
	450	1.000	08/31/2011
	460	1.000	08/31/2011
	470	1.000	08/31/2011
	480	1.000	08/31/2011
	490	1.000	08/31/2011
	500	1.000	08/31/2011

B.4 CONTRACT TYPE (OCT 2008)

This is a Time and Material contract, order, or BPA.

[End of Clause]

THE SCHEDULE

SUPPLIES OR SERVICES AND PRICE/COSTS

This a Time and Material (T&M) contract, for the procurement of operational and maintenance support and integration services for CBP's Unmanned Aircraft Systems (UAS). The Contractor shall perform the work as specified in the Statement of Work and as described in Time and Material work authorizations issued by the Contracting Officer.

BASE YEAR (Date of Award through 31 December 2010)-*Funded*

TIME

CLIN	DESCRIPTION	QTY	UNIT	COMPOSITE RATE	EXTENSION
0001	Program Management including Training	(b) (4)	Hours	(b) (4)	(b) (4)
0002	Engineering Services		Hours		
0003	Repair Services		Hours		
0004	Deployment-Fort Huachuca		Hours		
0005	Deployment-Northern Border Region		Hours		
0006	Deployment-AMOC and Others		Hours		
0007	Deployment-Southeast Border Region		Hours		
0008	Emergency Operations		Hours		
0009	OPTION: Surge Activities *(Unfunded)*		Hours		
0010	Data Deliverables				
TOTAL BASE YEAR (LEVEL OF EFFORT)		(b) (4)	**Hours**		**$8,470,000.00**

MATERIALS

CLIN	DESCRIPTION	QTY	UNIT		EXTENSION
0011	Repairs *(Inc. Consumables and Replacement Parts)*	1.0	LOT	NTE	(b) (4)
0012	Travel	1.0	LOT	NTE	
0013	Subcontract Services	1.0	LOT	NTE	
0014	UND Services	1.0	LOT	NTE	
0015	Data Deliverables	1.0	LOT	NSP	
TOTAL BASE YEAR (MATERIAL)					~~**$3,280,476.00**~~ 2,580,476
TOTAL TIME AND MATERIALS (BASE YR)					**$11,050,476.00**

NTE = Not to Exceed
NSP = Not Separately Priced

Note: The Total Level of Effort has been estimated at best effort for the established performance period. Due to uncertainties, labor hours and ceiling prices may be realigned (via contract modification) amongst the above CLINs based on agency needs, however; this flexibility does not allow the total number of hours or costs to be exceeded. Any performance by the Contractor beyond the Total Time and Material Ceiling Price above shall be at its own risk.

THE SCHEDULE

SUPPLIES OR SERVICES AND PRICE/COSTS

This a Time and Material (T&M) contract, for the procurement of operational and maintenance support and integration services for CBP's Unmanned Aircraft Systems (UAS). The Contractor shall perform the work as specified in the Statement of Work and as described in Time and Material work authorizations issued by the Contracting Officer.

OPTION YEAR 1 (January 1, 2011 through 30 April 2011)-*Funded*

TIME

CLIN	DESCRIPTION	QTY	UNIT	COMPOSITE RATE	EXTENSION
1001	Program Management including Training	(b) (4)	Hours	(b) (4)	(b) (4)
1002	Engineering Services		Hours		
1003	Repair Services		Hours		
1004	Deployment-Fort Huachuca		Hours		
1005	Deployment-Northern Border Region		Hours		
1006	Deployment-AMOC and Others		Hours		
1007	Deployment-Southeast Border Region		Hours		
1008	Emergency Operations		Hours		
1009	OPTION: Surge Activities		Hours		
1010	Data Deliverables				
TOTAL OPTION YEAR 1 (LEVEL OF EFFORT)		(b) (4)	**Hours**		**$4,079,000.00**

MATERIALS

CLIN	DESCRIPTION	QTY	UNIT		EXTENSION
1011	Repairs *(Inc. Consumables and Replacement Parts)*	1.0	LOT	NTE	(b) (4)
1012	Travel	1.0	LOT	NTE	
1013	Subcontract Services	1.0	LOT	NTE	
1014	UND Services	1.0	LOT	NTE	
1015	Data Deliverables	1.0	LOT	NSP	
TOTAL OPTION YEAR 1 (MATERIAL)					**$1,921,000.00**

TOTAL TIME AND MATERIALS (OPTION YEAR 1) **$6,000,000.00**

NTE = Not to Exceed
NSP = Not Separately Priced

Note: The Total Level of Effort has been estimated at best effort for the established performance period. Due to uncertainties, labor hours and ceiling prices may be realigned (via contract modification) amongst the above CLINs based on agency needs, however; this flexibility does not allow the total number of hours or costs to be exceeded. Any performance by the Contractor beyond the Total Time and Material Ceiling Price above shall be at its own risk.

THE SCHEDULE

SUPPLIES OR SERVICES AND PRICE/COSTS

This a Time and Material (T&M) contract, for the procurement of operational and maintenance support and integration services for CBP's Unmanned Aircraft Systems (UAS). The Contractor shall perform the work as specified in the Statement of Work and as described in Time and Material work authorizations issued by the Contracting Officer.

OPTION YEAR 1A (May 1, 2011 through 31 December 2011)-*UnFunded*

TIME

CLIN	DESCRIPTION	QTY	UNIT	COMPOSITE RATE	EXTENSION
1001A	Program Management including Training	(b) (4)	Hours	(b) (4)	(b) (4)
1002A	Engineering Services		Hours		
1003A	Repair Services		Hours		
1004A	Deployment-Fort Huachuca		Hours		
1005A	Deployment-Northern Border Region		Hours		
1006A	Deployment-AMOC and Others		Hours		
1007A	Deployment-Southeast Border Region		Hours		
1008A	Emergency Operations		Hours		
1009A	OPTION: Surge Activities		Hours		
1010A	Data Deliverables				
TOTAL OPTION YEAR 1 (LEVEL OF EFFORT)		(b) (4)	**Hours**		**$36,276,615.00**

MATERIALS

CLIN	DESCRIPTION	QTY	UNIT		EXTENSION
1011A	Repairs *(Inc. Consumables and Replacement Parts)*	1.0	LOT	NTE	(b) (4)
1012A	Travel	1.0	LOT	NTE	
1013A	Subcontract Services	1.0	LOT	NTE	
1014A	UND Services	1.0	LOT	NTE	
1015A	Data Deliverables	1.0	LOT	NSP	

TOTAL OPTION YEAR 1 (MATERIAL) **$14,263,695.00**

TOTAL TIME AND MATERIALS (OPTION YEAR 1) **$50,540,310.00**

NTE = Not to Exceed
NSP = Not Separately Priced

Note: The Total Level of Effort has been estimated at best effort for the established performance period. Due to uncertainties, labor hours and ceiling prices may be realigned (via contract modification) amongst the above CLINs based on agency needs, however; this flexibility does not allow the total number of hours or costs to be exceeded. Any performance by the Contractor beyond the Total Time and Material Ceiling Price above shall be at its own risk.

Order of Services

In accordance with Clause H.2, "Ordering of as Needed Services", the following services are hereby authorized to be performed at the estimated number of hours and materials funded as follows:

TIME:

Base Year

CLIN	Description	Estimated Hours	Funding	Funding Item#
0001	Program Management	(b) (4)	(b) (4)	10,140
0002	Engineering Services			20,150
0003	Repair Services			30
0004	Deployment-Fort Huachuca			40
0005	Deployment-Northern Border			50,160
0006	Deployment-AMOC and Others			70
0007	Deployment-Southeast Border Region			60,170
0008	Emergency Operations			80
Total Order Amount(TIME)				

Option 1 Exercise

CLIN	Description	Estimated Hours	Funding	Funding Item#
1001	Program Management	(b) (4)	(b) (4)	200
1002	Engineering Services			210
1003	Repair Services			220
1004	Deployment-Fort Huachuca			230
1005	Deployment-Northern Border			240
1006	Deployment-AMOC and Others			250
1007	Deployment-Southeast Border Region			260
1008	Emergency Operations			270
Total Order Amount(TIME)				

MATERIALS:

Base Year

CLIN	Description	Funding	Funding Item#
0011	Repairs	(b) (4)	90,130
0012	Travel		100,180
0013	Subcontract Services		110,190
0014	UND Services (Cost Reimbursable)		120
Total Order Amount (MATERIAL)			

Option 1 Exercise

CLIN	Description	Funding	Funding Item#
1011	Repairs	(b) (4)	280
1012	Travel		290
1013	Subcontract Services		300
1014	UND Services (Cost Reimbursable)		310
Total Order Amount (MATERIAL)			

T&M Order **$17,050,476**

The Government has only authorized the performance of those hours and material dollar amounts which have been identified under this clause. Additional T&M hours and dollar amounts that the Government requires will be authorized on an as needed basis, via contract modifications. Any performance by the Contractor beyond the Total Time and Materials Ceiling Price shall be at its own risk.