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)
P00003	02-28-2011	0020052095	

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)
GENERAL ATOMICS AERONAUTICAL SYS
14200 KIRKHAM WAY
POWAY CA 92064
CODE 824684229 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

☒ 10A. MODIFICATION OF CONTRACT/ORDER NO. HSBP1010C00026 /

10B. DATED (SEE ITEM 13) 05/21/2010

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.)

The purpose of this modification to Contract HSBP1010C00026 is to purchase two (2) additional Predator B Aircraft and include an Option to procure one (1) additional Predator B Aircraft. Each aircraft shall be configured identical to UAS Aircraft CBP 159 as previously procured under Contract Line Item Number (CLIN) 0001, with the addition of Lynx SAR Compatibility. More specifically, the Unmanned Aircrafts (UAs) to be delivered shall be configured as a Predator B Guardian aircraft (UHS 97000-7), compatible with the SeaVue radar, the Lynx SAR radar, and the EO/IR camera system presently installed in CBP 159. This configuration will include centerline hardpoints, laser altimeters, wing tip modifications, PMA and an avionics kit to include IMARSAT, TCAS, and AIS. This modification will also incorporate administrative changes to add requirements to the Invoicing Process and incorporate additional Government Furnished Property. Accordingly, said contract is modified as follows:

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) [redacted] Sr, Contracts Admin.		STEPHANIE ALEXANDER CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR (b) (6) [redacted] orized to sign)	15C. DATE SIGNED 2/25/11	16B. UNITED STATES OF AMERICA BY (b) (6) [redacted]	16C. DATE SIGNED 2/28/11

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

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

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

1. Under SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS, add CLINs 0013, 0014, and 1001 to incorporate the procurement of additional Predator B Aircraft as reflected on the revised Page 5, "PART I – THE SCHEDULE" attached hereto.

2. Under SECTION G – SUBMISSION OF INVOICES, add the following requirements for validation purposes of the receipt and acceptance process for parts shipped:

"Component Shipping and Invoicing
All systems, subsystems, components, structures and consumables being shipped to CBP/OAM shall have a shipping record or shipping document.
Shipping and invoice documents shall contain at the minimum:
1. Part number.
2. Item Description.
3. Quantity.
4. Serial number (when applicable).
5. The Part Status of the items being delivered means: (Scrap, New, Repaired or Remanufactured).
6. Final/Finished cost or the contracted firm fixed price (FFP). (Note: Final/Finished cost means all cost of subcontracted cost, subparts, time and material to make the unit useable and ready for install (RFI)."

3. Under SECTION I – CONTRACT CLAUSES, add FAR 52.217, Option for Increased Quantity-Separately Priced Line Item (MAR 1989) in Full Text as follows:

"FAR 52.217, OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within six (6) months from execution of modification P00003. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree."

4. Under SECTION J - LIST OF ATTACHMENTS, add Attachment 7, U.S. Airforce Goverment Furnished Property which has been approved for use on a rent-free, non-interference basis.

5. This modification increases the total amount obligated by $14,562,656 from $16,562,393 to $31,125,049. The potential contract value (inclusive of option) is increased by $21,843,984 from $16,562,393 to $38,406,377.

6. Except as modified above, all other terms and conditions are in full force and effect.

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

This is Firm Fixed Price Contract, for the procurement of Unmanned Aircraft Systems (UAS) Predator B aircraft to be delivered in accordance with the terms and conditions stated herein. This effort will include the production, testing and delivery of UAS aircraft, communications systems, mission payloads, support systems, spares, ground support equipment, and data. The Contractor shall perform the work as specified in Section C as set forth in the Statement of Work and as described in the updated proposal GACP 8092-190 dated April 13, 2010. CLIN 0010 is a Cost Reimbursable CLIN to cover Shipping Costs for the UAS Hardware Items.

The period of performance is twenty-four months (05/27/2010 – 05/26/2012)

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	UNMANNED AIRCRAFT SYSTEM (UAS)				
0001	Predator B Aircraft (UHS97000-7, UHK16076-1, UHK16018-1)	1	Each	(b) (4) [redacted]	(b) (4) [redacted]
0002	Lynx SAR Block 20 (LNXD 20000-006)	1	Each		
0003	Aircraft Shipping Container (UHK91100-1) w/CWmod	1	Each		
0004	Propeller Shipping Container (UHK91101-1)	1	Each		
0005	Spare Part	1	Lot		
0006	North Dakota Ground Support Equipment	1	Lot		
0007	Southeastern Border Ground Support Equipment	1	Lot		
0008	MTS-B (4980990-1)	1	Each		
0009	MTS-B (4980990-1)	1	Each		
0010	Shipping (Cost Reimbursable)			Est. Cost:	
0011	Data Deliverables			NSP	NSP
0012	Provisioned Item Orders (PIO) *(See Exhibits)*				(b) (4) [redacted]
0013	Predator B Aircraft (UHS97000-7)	1	Each	(b) (4) [redacted]	
0014	Predator B Aircraft (UHS97000-7)	1	Each		
	BASIC PROGRAM TOTAL				
1001	**OPTION ITEM:** Predator B Aircraft (UHS97000-7)	1	Each	(b) (4) [redacted]	
	TOTAL WITH OPTION				**$38,406,377.00**

NSP: Not Separately Priced

SECTION B SUPPLIES OR SERVICES & PRICES OR COSTS

B.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	Air Vehicle (UHS97000-5)w/center hardpts	1.000	AU	(b) (4)	
30	SAR w/GMTI (LNXD 2000-006)	1.000	AU		
40	Shipping Container (UHK91100-1)w/CWmod	1.000	AU		
50	Shipping Container (UHK91101-1)	1.000	AU		
60	Spare Parts	1.000	AU		
70	Ground Support Equipment Lot A	1.000	AU		
80	Ground Support Equipment Lot B	1.000	AU		
90	EO/IR Sensor w/Laser Illum MTS-B w/H Fil	1.000	AU		
100	EO/IR Sensor w/Laser Illum MTS-B w/H Fil	1.000	AU		
110	Shipping (T&M)	1.000	AU		
120	ECP for CBP 159 Maritime Mod	1.000	AU		
130	AVSIM / UHS95924	1.000	AU		
140	IP Backhaul / TBD 1	1.000	AU		
150	IP Backhaul / TBD 2	1.000	AU		
160	DC Power Supplies / UHK13380-1 (CBP 119)	1.000	AU		
170	DC Power Supplies / UHK13380-1 (CBP119)	1.000	AU		
180	DC Power Supplies / UHK13380-1 (CBP110)	1.000	AU		
190	DC Power Supplies / UHK13380-1 (CBP110)	1.000	AU		
200	Radar Power Inverter / P07713 (CBP113)	1.000	AU		
210	7.2 Meter KU Dish	1.000	AU		
220	additional funding for 7.2 Meter KU Dish	1.000	AU		
230	4.6 Meter KU Dish	1.000	AU		
240	Air Vehicle (UHS97000-7)	1.000	AU		
250	Air Vehicle (UHS97000-7)	1.000	AU		

Total Funded Value of Award: **$31,125,049.00**

B.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6999.3113USCSGLCS0922100100Z00009109AM01 OM0093113	(b) (4)
30	6999.3113USCSGLCS0922100100Z00009109AM01 OM0093113	
40	6999.3113USCSGLCS0922100100Z00009109AM01 OM0093113	
50	6999.3113USCSGLCS0922100100Z00009109AM01 OM0093113	
60	6100.2652USCSGLCS0922100100Z00009109AM01 OM0092652	
70	6999.3113USCSGLCS0922202050Z00007109AM01 OM0403113	
80	6999.3113USCSGLCS0922100100Z00009109AM01 OM0093113	
90	6999.3113USCSGLCS0922100100Z00009109AM01 OM0093113	
100	6999.3113USCSGLCS0922100100Z00009109AM01 OM0093113	
110	6100.2525USCSGLCS0922100100Z00009109AM01 OM0092525	
120	6100.2575USCSGLCS0922105000Z00010455AM01 FO0712575	
130	6100.311CUSCSGLCS0922105000Z00009109AM01 OM009311C	
140	1750.3113USCSGLCS0922105000Z00009109AM01 OM0093113	
150	1750.3113USCSGLCS0922105000Z00009109AM01 OM0093113	
160	6100.311CUSCSGLCS0922105000Z00009109AM01 OM009311C	
170	6100.311CUSCSGLCS0922105000Z00009109AM01 OM009311C	

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
180	6100.311CUSCSGLCS0922105000Z00009109AM01 OM009311C	(b) (4) [redacted]
190	6100.311CUSCSGLCS0922105000Z00009109AM01 OM009311C	
200	1750.3113USCSGLCS0922105000Z00009109AM01 OM0093113	
210	6999.3113USCSGLCS0922105000Z00010109AM01 FO0173113	
220	6999.3113USCSGLCS0922105000Z00010109AM01 FO0713113	
230	6999.3113USCSGLCS0922105000Z00010109AM01 FO0713113	
240	6999.3113USCSGLCS0922105000Z00010455AM01 FO0713113	
250	6999.3113USCSGLCS0922105000Z00010455AM01 FO0713113	

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	02/01/2011
	30	1.000	08/01/2011
	40	1.000	10/01/2010
	50	1.000	10/01/2011
	60	1.000	12/01/2011
	70	1.000	12/01/2011
	80	1.000	12/01/2011
	90	1.000	10/01/2011
	100	1.000	12/01/2011
	110	1.000	05/07/2010
	120	1.000	01/31/2011
	130	1.000	12/01/2011
	140	1.000	01/31/2011
	150	1.000	01/31/2011
	160	1.000	06/30/2011
	170	1.000	06/30/2011
	180	1.000	06/30/2011
	190	1.000	06/30/2011
	200	1.000	06/30/2011
	210	1.000	01/31/2011
	220	1.000	01/31/2011
	230	1.000	12/01/2011
	240	1.000	01/30/2012
	250	1.000	01/30/2012

B.4 CONTRACT TYPE (OCT 2008)

This is a Firm Fixed Price contract.

[End of Clause]

United States Air Force

Wright Patterson, AFB

Government Furnished Property (GFP)
Utilized on a Rent-Free Non-Interference Basis

Item#	Part No. Serial	Description	Quantity
1	7648660-03 3	SIMULATOR	1
2	8125185-00	CONTAINER	1
3	8125185-00	CONTAINER	1
4	60043426+000 25	IMA	1
5	7186833-00	CASE SPMA SHIPPING	1
6	DCS33-33E 9824207	POWER SUPPLY AC/DC	1
7	7648619-03 5	GSE	1
8	8125273-00 1	TEST BED PREDATOR	1
9	8131852-00 1	GROUND INTERF PRED	1
10	8131853-00 1	ABN INTERF PRED	1
11	8131936-00 1	ANTENNA TEST STAND	1
12	7648619-03 13	GSE	1
13	HP54610B US36400176	OSCILLOSCOPE	1
14	7648619-07 3	GSE	1
15	7648654-02 62	ANT/PWR AMPL ASSY	1
16	7648632-02 7	PROCESSOR MODEM	1
17	8125186-00	KU-BAND SATCOM	1
18	8139143-01 83	SPMA	1
19	7648632-03 30	PROCESSOR MODEM	1
20	7648619-07 8	GSE	1
21	HP8495B 3308A20506	ATTENUATOR VARIABLE	1
22	HP8494B 3308A37885	ATTENUATOR VARIABLE	1
23	7648619-07 12	GSE	1
24	TDS3032B B026112	OSCILLISCOPE	1
25	DCS33-33 9722302	PWR SPLY AC/DC	1
26	DCS33-33E 0002B1120	PWR SPLY AC/DC	1
27	DCS33-33E 9821180	PWR SPLY AC/DC	1
28	CF-74 09342	LAPTOP	1
29	7192546-01 1163-009	ECU PPSL	1
30	60043125-001 3	SMA	1
31	60043117-001 3	PMA	1

Note: The GFP above was originally accountable to contract FA8620-08-G-4060.