

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFF. DATE 06-04-2010	4. REQUISITION/PURCHASE REQ. NO. 0020054198	5. PROJECT NO. (If applicable)	
6. ISSUED BY DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229		CODE 70050800	7. ADMINISTERED BY (If other than Item 6) DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) DEFENSE SUPPORT SERVICES LLC 901 LINCOLN DRIVE WEST STE 200 MARLTON NJ 08053-3131			9A. AMENDMENT OF SOLICITATION NO.		
CODE 139847276			9B. DATED (SEE ITEM 11)		
FACILITY CODE			10A. MODIFICATION OF CONTRACT/ORDER NO. HSBP1010C000027		
			10B. DATED (SEE ITEM 13) 11/13/2009		

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.

<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)(3)
<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 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.

(b) (6) Senior Director, Contract Administration		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEPHANIE ALEXANDER Contracting Officer	
(b) (6)		15C. DATE SIGNED 08 Jun 10	16C. DATE SIGNED 6-8-10

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 acquiring seven (7) FLIR, Inc Star HD EO/IR Systems for the AS350B3 Aircraft. Accordingly, Contract HSBP1010C00002 is modified as follows:

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

- Add Line Item 00140 under "Schedule of Supplies/Services" as attached hereto.
- Add Line Item 00140 under "Accounting and Appropriation Information" as attached hereto.
- Add Line Item 00140 under "Delivery Schedule" as attached hereto.

As a result of the foregoing, PART D-COST REIMBURSEMENT 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)	\$72,224,230

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)	\$948,041,364

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 \$67,846,993 to \$73,566,383. Therefore, the amount in Block 15G of the Standard Form (SF) 26 is hereby changed to read \$73,566,383.

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

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) TARGET FEE (b) (4) TARGET COST PLUS INCENTIVE FEE MAXIMUM FEE (b) (4) MINIMUM FEE (0%) PROPOSED SHARING RATIOS: -GOVERNMENT%/CONTRACTOR%	(b) (4) <u>\$0.00</u> (b) (4)

PART D – COST REIMBURSEMENT CONTRACT LINE ITEMS -

CLIN	DESCRIPTION	EST. COST:
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)	(b) (4)
0005	TRAVEL (Reimbursement shall be limited to FAR 31.205-46 and applicable G&A)	(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)	(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		<u>\$72,224,230.00</u>

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	<u>\$0.00</u>
NINTH OPTION TOTAL COST ALL CLINS			<u>\$98,435,645</u>
TOTAL ESTIMATED COST (INCLUDING PHASE-IN, BASE AND ALL OPTION PERIODS OF PERFORMANCE) FOR ALL CLINS			<u>\$948,041,364</u>