

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. P00013	3. EFF. DATE 1-20-2011	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	CODE 70050800 DC 20229	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		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) DEFENSE SUPPORT SERVICES LLC  901 LINCOLN DRIVE WEST STE 400 MARLTON NJ 08053-3131			9A. AMENDMENT OF SOLICITATION NO.	
CODE 139847276 FACILITY CODE			9B. DATED (SEE ITEM 11)	
			10A. MODIFICATION OF CONTRACT/ORDER NO. HSBP1010C00002 /	
			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 <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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) <b>(b) (6)</b> BUSINESS CONTRACTS MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SUSAN A. BAPTIST
<b>(b) (6)</b>	<b>(b) (6)</b>
15C. DATE SIGNED 1-21-11	16B. DATE SIGNED 11/24/2011

PREVIOUS EDITION UNUSABLE

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 CLINs 0003, 0005, and 0006 (as shown below) to cover the Contractor's incurred costs for FY2010 (as identified in DS2's letter dated December 10, 2010), (2) revise Target Fee and Maximum Fee percentages for the Base and Option Years, (3) recognize Incentive Fee earned (for Cost Performance) for FY 2010, (4) obligate additional incremental funding in the amount of (b) (4) under CLINs 1001, 1002, 1003, and 1005 as shown below, and (5) make revisions to Section J, Attachment 2 (Quality Assurance Surveillance Plan) and Section J, Attachment 4 (Incentive Fee Schedule). Accordingly, Contract HSBP1010C00002 is modified as follows:

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

- Add Line Items 00770 through 00850 under "Schedule of Supplies/Services" as attached hereto.
- Add Line Items 00770 through 00850 under "Accounting and Appropriation Information" as attached hereto.
- Add Line Items 00770 through 00850 under "Delivery Schedule" as attached hereto.

\*Funding provided under these line items obligate the additional (b) (4) required to close out Fiscal Year 2010.

As a result of the foregoing, PART C – COST PLUS INCENTIVE FEE CLIN 0003, and PART D-COST REIMBURSEMENT CLINs 0005 and 0006 are revised as follows:

CLIN 0003 AIRCRAFT MAINTENANCE & LOGISTICS SUPPORT

	From	Increase By	To
TOTAL COST (INCLUDING COM)	\$(b) (4)	(b) (4)	\$(b) (4)
TARGET FEE (b) (4)	\$(b) (4)	(b) (4)	\$(b) (4)
TARGET COST PLUS INCENTIVE FEE	\$(b) (4)	(b) (4)	\$(b) (4)
MAXIMUM FEE (b) (4)	\$(b) (4)	(b) (4)	\$(b) (4)
MINIMUM FEE (0%)			

CLIN 0005 TRAVEL

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

CLIN 0006 TRAINING

	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)	\$102,679,446

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 revised 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)	\$978,914,616

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

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

- Add Line Items 00860 – 00910 under "Schedule of Supplies/Services" as attached hereto.
- Add Line Items 00860 – 00910 under "Accounting and Appropriation Information" as attached hereto.
- Add Line Items 00860 – 00910 under "Delivery Schedule" as attached hereto.

a. This modification provides limited funding under the Fiscal Year (FY) 2011 Continuing Resolution. As such, partial funding in the amount of (b) (4) is made available for CLINs 1001, 1002, 1003, and 1005. Additional funds to cover the remaining seven (7) months will be made available upon Congress Approval of FY 2011 Budget and receipt of FY 2011 funds.

b. CLINs 1001, 1002, 1003, and 1005 are incrementally funded as follows:

CLIN	Description	Incremental Funds (thru Mod P00012)	Additional Incremental Funds	Total Incremental Funds	Estimated POP
1001	Program Management	\$(b) (4)	(b) (4)	\$(b) (4)	Mar. 4, 2011
1002	Aircraft Maintenance & Logistics Support	\$(b) (4)	(b) (4)	\$(b) (4)	Mar. 4, 2011
1003	Material and Aircraft Repairables	\$(b) (4)	(b) (4)	\$(b) (4)	Mar. 4, 2011
1004	Travel**	\$(b) (4)	(b) (4)	\$(b) (4)	Sep. 30, 2011
1005	Training**	\$(b) (4)	(b) (4)	\$(b) (4)	Mar. 4, 2011
	<b>Total Incremental Funding</b>	\$(b) (4)	(b) (4)	(b) (4)	

\*\*Fully Funded

In accordance with CBP Clause H.6 Incremental Funding (MAR 2003), it is estimated that these funds, in addition to previous incremental funding (total (b) (4)) are sufficient to permit the Contractor's performance through the dates shown above. In accordance with the "Limitation of Funds" Clause (FAR 52.232-22) contained herein, no legal liability on the part of the Government for payment of money in excess of (b) (4) shall arise and until additional funds are made available by the Contracting Officer through a modification to this contract.

3. With reference to Contract Modification P00010, the percentage of Target Fee would be adjusted in a forthcoming contract modification once actual/Target Costs for the Base Period of Performance was known and recognized. In its letter dated December 10, 2010, the Contractor requested an additional (b) (4) of funding for Target Cost to equal its actual cost incurred for the Base Period of Performance. In paragraph 1 above, additional funding in CLIN 0003 is provided to match the Target Cost to the Contractor's actual cost for the Base Period of Performance. As a result of the increase in Target Cost for CLIN 0003 above, the percentage of Target Fee is hereby adjusted from (b) (4) which is based on the Target Fee amount of \$(b) (4) as reflected in Attachment 4 – Incentive Fee Schedule. Likewise, the percentage of Maximum Fee is also adjusted from (b) (4) which is based on the overall Maximum Fee available amount of \$(b) (4) as reflected in Attachment 4 – Incentive Fee Schedule. To effect these changes, "Part I – The Schedule" contained on Page 2A has been revised and is attached hereto.

4. Replace Section B.2 DETERMINATION OF INCENTIVE FEE in its entirety with the copy attached hereto. Section B.2 DETERMINATION OF INCENTIVE FEE has been revised to reflect the changes described in Paragraph 3 above as well as to correct the fee percentages for Option Years 1 through 9.

5. For the Base Period of Performance, the Contractor has earned Incentive Fee in the amount of \$(b) (4) in the category of Cost Performance. Attachment 4, Incentive Fee Schedule is hereby updated to reflect the Cost

Performance Incentive Fee Earned for the Base Year. The Contractor is hereby authorized to invoice for the said amount of incentive fee earned. Earned Incentive Fees shall be shown as separate amounts on the invoice.

6. Under SECTION J-LIST OF ATTACHMENTS, make the following changes:

- a. Replace Attachment 2, Quality Assurance Surveillance Plan (QASP) in its entirety with the revised Attachment 2, Quality Assurance Surveillance Plan attached hereto. For identification purposes, Section 6.1 has been revised to require the Contractor to respond, in writing, to each Deficiency Report within five (5) work days of issuance.
- b. Replace Attachment 4, Incentive Fee Schedule in its entirety with the revised Attachment 4, Incentive Fee Schedule attached hereto. For identification purposes, a revision to the Incentive Fee Schedule has been made to identify the Fee Earned for the Base Year.

8. This modification increases the total obligated amount by **(b) (4)** from **\$137,266,054** to **\$150,016,992**. Therefore, the amount in Block 15G of the Standard Form (SF) 26 is hereby changed to read **\$150,016,992**.

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

10. Point of Contact: **(b)(6)** **(b)(6)**; **(b)(6)** @dhs.gov

**SECTION B SUPPLIES OR SERVICES & PRICES OR COSTS**

**B.1 SCHEDULE OF SUPPLIES/SERVICES**

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
770	CLIN0003 - Labor/ODCs	1.000	AU	\$(b)(4)	\$(b)(4)
780	CLIN0003 - Labor/ODCs	1.000	AU	\$(b)(4)	\$(b)(4)
790	CLIN0005 - Travel	1.000	AU	\$(b)(4)	\$(b)(4)
800	CLIN0005 - Travel	1.000	AU	\$(b)(4)	\$(b)(4)
810	CLIN0005 - Travel	1.000	AU	\$(b)(4)	\$(b)(4)
820	CLIN0005 - Travel	1.000	AU	\$(b)(4)	\$(b)(4)
830	CLIN0006 - Training	1.000	AU	\$(b)(4)	\$(b)(4)
840	CLIN0006 - Training	1.000	AU	\$(b)(4)	\$(b)(4)
850	CLIN0006 - Training	1.000	AU	\$(b)(4)	\$(b)(4)
860	CLIN1001 - Program Management	1.000	AU	\$(b)(4)	\$(b)(4)
870	CLIN1002 - Labor/ODCs	1.000	AU	\$(b)(4)	\$(b)(4)
880	CLIN1003 - Materials	1.000	AU	\$(b)(4)	\$(b)(4)
890	CLIN1003 - Materials	1.000	AU	\$(b)(4)	\$(b)(4)
900	CLIN1003 - Materials	1.000	AU	\$(b)(4)	\$(b)(4)
910	CLIN1005 - Training	1.000	AU	\$(b)(4)	\$(b)(4)

**Total Funded Value of Award: \$150,016,992.00**

**B.2 ACCOUNTING and APPROPRIATION DATA**

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
770	6100.2575USCSGLCS0922100100Z00007112AM01 OM0082575	\$(b)(4)
780	6100.2575USCSGLCS0922100100Z00006112AM01 OM0082575	\$(b)(4)
790	6100.2575USCSGLCS0922100100Z00004107AM01 OM0082575	\$(b)(4)
800	6100.2575USCSGLCS0922100100Z00005112AM01 OM0082575	\$(b)(4)
810	6100.2575USCSGLCS0922100100Z00006112AM01 OM0082575	\$(b)(4)
820	6100.2575USCSGLCS0922100100Z00007109AM01 OM0082575	\$(b)(4)
830	6100.2575USCSGLCS0922100100Z00005109AM01 OM0082575	\$(b)(4)
840	6100.2575USCSGLCS0922100100Z00006109AM01 OM0082575	\$(b)(4)
850	6100.2575USCSGLCS0922100100Z00007109AM01 OM0082575	\$(b)(4)
860	6100.2575USCSGLCS0922100100Z00011112AM01 FO0132575	\$(b)(4)
870	6100.2575USCSGLCS0922100100Z00011112AM01 FO0132575	\$(b)(4)
880	6100.2575USCSGLCS0922100100Z00011112AM01 FO0132575	\$(b)(4)
890	1516.2655USCSGLCS0922100100Z00011112AM01 FO0132655	\$(b)(4)
900	1511.319CUSCSGLCS0922100100Z00011112AM01 FO013319C	\$(b)(4)
910	6100.2575USCSGLCS0922100100Z00011112AM01 FO0132575	\$(b)(4)

**B.3 DELIVERY SCHEDULE**

<b>DELIVER TO:</b>	<b>ITEM #</b>	<b>QTY</b>	<b>DELIVERY DATE</b>
Customs and Border Protection 1300 Pennsylvania Avenue N W Washington, DC 20229	770	1.000	09/30/2011
	780	1.000	09/30/2011
	790	1.000	09/30/2011
	800	1.000	09/30/2011
	810	1.000	09/30/2011
	820	1.000	09/30/2011
	830	1.000	09/30/2011
	840	1.000	09/30/2011
	850	1.000	09/30/2011
	860	1.000	09/30/2011
	870	1.000	09/30/2011
	880	1.000	09/30/2011
	890	1.000	09/30/2011
	900	1.000	09/30/2011
	910	1.000	09/30/2011