

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 13

2. AMENDMENT/MODIFICATION NO. P00011 3. EFFECTIVE DATE 18 Aug 99 4. REQUISITION/PURCHASE REQ. NO. N/A 5. PROJECT NO. (If applicable)

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

45TH CONTRACTING SQUADRON
1201 EDWARD H. WHITE II STREET, MS 7200
PATRICK AFB, FL 32925
45 CONS/LGCXA
14640 HANGAR ROAD/CCAS, MS 2037
BLDG 1704/RM 1410
PATRICK AFB, FL 32925-2206

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
SVERDRUP TECHNOLOGY, INC.
8121 CANVERAL BLVD.
CAPE CANAVERAL, FL 32920

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
F08650-98-C-0035

10B. DATED (SEE ITEM 13) 04/23/98

CODE 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.

Offer 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)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (X) 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. MUTUAL AGREEMENT BETWEEN THE PARTIES
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return -1- copies to the issuing office.

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

SEE SCHEDULE
POC: LAURIE ROWE
EMAIL: laurie.rowe@pafb.af.mil
PHONE: (407) 853-0887
MAILING DATE: AUG 99

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)
VICKI LOCKARD
Contracts Manager
18A NAME AND TITLE OF SIGNER (Type or print)
LINDA S. KRAGER
CONTRACTING OFFICER
EMAIL: linda.krager@pafb.af.mil

15B CONTRACTOR/OFFEROR Vicki Lockard 15C. DATE SIGNED 19 aug 99 16B. UNITED STATES OF AMERICA BY Linda S. Krager 16C. DATE SIGNED 19 Aug 99
(Signature of person authorized to sign) (Signature of Contracting Officer)

CONTINUATION OF SF-30:

1. The purpose of this supplemental agreement is to make the following administrative changes with no change in contract value:

- a. Make minor revisions to the payment terms on the contract.
- b. Correct typos and add a contract summary in Section B of the contract.
- c. Correct typos in FAR clauses.
- d. Clarify the use of a DD250 for the acceptance of each upgrade/modification.

2. Summary of Changes.

a. PART 1 – THE SCHEDULE

1) SECTION A – CONTRACT FORM - SF 33

A. Standard Form 33, Block 13, is changed as follows: Delete the term “Net” in the box labeled “10 calendar days.” This is to correct administrative errors made in P00002.

2) SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

A. Add “Each upgrade/modification requires a DD 250 (See Section D.)” to CLINs 0010, 0015, 0020, 0025, 0030 and 0035. The effective date for using DD250s for acceptance on the above CLINs is 17 Jun 99. This change clarifies the use of DD 250s for acceptance.

B. Change the title on Page 14 of Section B to read “Option Period 5.” This is to correct a typo that listed this option period as 4.

C. Adds the contract summary to the end of Section B.

Contract Summary:

Basic period	1 May 98 through 30 Sep 98	\$ 11,132,942
Option Period 1	1 Oct 98 through 30 Sep 99	\$ 35,615,077
Option Period 2	1 Oct 99 through 30 Sep 2K	\$ 29,887,478
Option Period 3	1 Oct 2K through 30 Sep01	\$ 28,282,665
Option Period 4	1 Oct 01 through 30 Sep 02	\$ 27,168,119
Option Period 5	1 Oct 02 through 30 Sep 03	\$ 26,868,644
Option Period 6	1 Oct 03 through 30 Sep 04	\$ 27,256,416
	Estimated Contract Value	\$186,211,341

3) SECTION H – SPECIAL CONTRACT REQUIREMENTS

- A. Delete the phrase “Contract Data Requirements List” in H-23, entitled Enabling Clause for General Systems Engineering & Integration (GSE&I), paragraph (c) and replace with “Accessible Data Product List.”

b. PART II – CONTRACT CLAUSES

1) SECTION I – CONTRACT CLAUSES

- A. Revise paragraph (a) of FAR clause 52.217-9 entitled “Option to Extend the Term of the Contract” from 60 days to read within 30 days. The change corrects an administrative error under the original contract.
- B. Revise FAR clause 52.232-25 entitled “Prompt Payment.” Change clause date from May 1997 to read Jun 1997 and change (b)(2) from 30th day to read 10th day. The change corrects a typo in the date of the clause and reflects the change in payment terms that was to be accomplished in P00002, allowing for payment of invoices within 10 days.
- C. Revise FAR clause 52.230-5 entitled “Administration of Cost Accounting Standards” to read 52.230-6. The change corrects a typo in the clause number, the clause title remains unchanged.

3. Remove pages listed under Column I and insert the revised pages under Column II. (Changes are annotated by a vertical line in the right margin.)

COLUMN I (Remove)

PART I – THE SCHEDULE
pages 6, 8, 10, 12, 14, 16, and 33

PART II – CONTRACT CLAUSES
pages 38, 43 and 44

COLUMN II (Insert)

PART I – THE SCHEDULE
Revised pages 6, 8, 10, 12, 14, 16, and 33

PART II – CONTRACT CLAUSES
Revised pages 38, 43 and 44

RELEASE OF CLAIMS

In consideration of the modification agreed to herein as complete and equitable adjustment for items 1 through 3 above, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustment attributable to such facts or circumstances giving rise to the changes described herein.

SECTION B - Supplies or Services and Prices/Costs (cont'd)

OPTION PERIOD 1 - 1 Oct 98 through 30 Sep 99 (FY99)

<u>Item No.</u>	<u>Description</u>	<u>Estimated Cost</u>
0008	<p>Data The contractor shall furnish all necessary supplies and services required to deliver data as set forth in the Accessible Data Products Lists, and Appendix K of the Statement of Work. <u>COST-PLUS-AWARD-FEE</u></p>	\$ <u>NSP</u>
0009	[RESERVED]	
0010	<p>Service Systems Upgrades & Modifications NOT TO EXCEED \$ 889,000 Upon direction by the Contracting Officer, the contractor will prepare a cost and technical proposal to accomplish service systems upgrades and modifications. Contract type will be determined by individual request for proposal, and work will be added by individual subCLINs. See contract clause H-25. The government's estimated cost for this line item is \$5M. Each upgrade/modification requires a DD250 (See Section D.)</p>	
ESTIMATED COSTS (CLINs 0006 – 0008)		\$31,660,704
AWARD FEE (CLIN 0009)		\$ 3,104,752
ESTIMATED AMOUNT (CLIN 10)		NOT TO EXCEED \$ 889,000
ESTIMATED TOTAL FOR ALL CLINs (FY99)		\$ 35,615,077

NSP = Not separately priced

TBN = To be negotiated.

TBD = To be determined by the government prior to contract award.

SECTION B - Supplies or Services and Prices/Costs (cont'd)

OPTION PERIOD 2 - 1 Oct 99 through 30 Sep 2K (FY2K)

<u>Item No.</u>	<u>Description</u>	<u>Estimated Cost</u>
0015	Service Systems Upgrades & Modifications Upon direction by the Contracting Officer, the contractor will prepare a cost and technical proposal to accomplish service systems upgrades and modifications. Contract type will be determined by individual request for proposal, and work will be added by individual subCLINs. See contract clause H-25. The government's estimated cost for this line item is <u>\$5M</u> . Each upgrade/modification requires a DD250 (See Section D.)	\$ <u>TBN</u>
ESTIMATED COST (CLINs 0011 - 0013)		\$27,170,434
AWARD FEE (CLIN 0014)		\$2,717,043
ESTIMATED COST (CLIN 0015)		<u>\$TBN</u>
ESTIMATED TOTAL FOR ALL CLINs (FY2K)		\$29,887,478

NSP = Not separately priced

TBN = To be negotiated.

TBD = To be determined by the government prior to contract award.

SECTION B - Supplies or Services and Prices/Costs (cont'd)

OPTION PERIOD 3 - 1 Oct 2K through 30 Sep 01 (FY01)

<u>Item No.</u>	<u>Description</u>	<u>Estimated Cost</u>
0020	Service Systems Upgrades & Modifications Upon direction by the Contracting Officer, the contractor will prepare a cost and technical proposal to accomplish service systems upgrades and modifications. Contract type will be determined by individual request for proposal, and work will be added by individual subCLINs. See contract clause H-25. The government's estimated cost for this line item is <u>\$5M</u> . Each upgrade/modification requires a DD250 (See Section D.)	\$ TBN
ESTIMATED COST (CLINs 0016 - 0018)		\$25,711,513
AWARD FEE (CLIN 0019)		\$2,571,151
ESTIMATED COST (CLIN 0020)		<u>\$TBN</u>
ESTIMATED TOTAL FOR ALL CLINs (FY01)		\$28,282,665

NSP = Not separately priced

TBN = To be negotiated.

TBD = To be determined by the government prior to contract award.

SECTION B - Supplies or Services and Prices/Costs (cont'd)

OPTION PERIOD 4 - 1 Oct 01 through 30 Sep 02 (FY02)

<u>Item No.</u>	<u>Description</u>	<u>Estimated Cost</u>
0025	Service Systems Upgrades & Modifications Upon direction by the Contracting Officer, the contractor will prepare a cost and technical proposal to accomplish service systems upgrades and modifications. Contract type will be determined by individual request for proposal, and work will be added by individual subCLINs. See contract clause H-25. The government's estimated cost for this line item is <u>\$5M</u> . Each upgrade/modification requires a DD250 (See Section D.)	\$ <u>TBN</u>
ESTIMATED COST (CLINs 0021 - 0023)		\$24,698,290
AWARD FEE (CLIN 0024)		\$2,469,829
ESTIMATED COST (CLIN 0025)		<u>\$TBN</u>
ESTIMATED TOTAL FOR ALL CLINs (FY02)		\$27,168,119

NSP = Not separately priced

TBN = To be negotiated.

TBD = To be determined by the government prior to contract award.

SECTION B - Supplies or Services and Prices/Costs (cont'd)

OPTION PERIOD 5 - 1 Oct 02 through 30 Sep 03 (FY03)

<u>Item No.</u>	<u>Description</u>	<u>Estimated Cost</u>
0030	Service Systems Upgrades & Modifications Upon direction by the Contracting Officer, the contractor will prepare a cost and technical proposal to accomplish service systems upgrades and modifications. Contract type will be determined by individual request for proposal, and work will be added by individual subCLINs. See contract clause H-25. The government's estimated cost for this line item is <u>\$5M</u> . Each upgrade/modification requires a DD250 (See Section D.)	\$ TBN
ESTIMATED COST (CLINs 0026 - 0028)		\$24,426,040
AWARD FEE (CLIN 0029)		\$2,442,604
ESTIMATED COST (CLIN 0030)		<u>\$TBN</u>
ESTIMATED TOTAL FOR ALL CLINs (FY03)		\$26,868,644

NSP = Not separately priced

TBN = To be negotiated.

TBD = To be determined by the government prior to contract award.

SECTION B - Supplies or Services and Prices/Costs (cont'd)

OPTION PERIOD 6 - 1 Oct 03 through 30 Sep 04 (FY04)

<u>Item No.</u>	<u>Description</u>	<u>Estimated Cost</u>
0035	<p>Service Systems Upgrades & Modifications Upon direction by the Contracting Officer, the contractor will prepare a cost and technical proposal to accomplish service systems upgrades and modifications. Contract type will be determined by individual request for proposal, and work will be added by individual subCLINs. See contract clause H-25. The government's estimated cost for this line item is <u>\$5M</u>. Each upgrade/modification requires a DD250 (See Section D.)</p>	\$ TBN
ESTIMATED COST (CLINs 0031 - 0033)		\$24,778,560
AWARD FEE (CLIN 0034)		\$2,477,856
ESTIMATED COST (CLIN 0035)		\$TBN
ESTIMATED TOTAL FOR ALL CLINs (FY04)		\$27,256,416

NSP = Not separately priced
 TBN = To be negotiated.
 TBD = To be determined by the government prior to contract award.

Contract Summary:

Basic period	1 May 98 through 30 Sep 98	\$ 11,132,942
Option Period 1	1 Oct 98 through 30 Sep 99	\$ 35,615,077
Option Period 2	1 Oct 99 through 30 Sep 2K	\$ 29,887,478
Option Period 3	1 Oct 2K through 30 Sep01	\$ 28,282,665
Option Period 4	1 Oct 01 through 30 Sep 02	\$ 27,168,119
Option Period 5	1 Oct 02 through 30 Sep 03	\$ 26,868,644
Option Period 6	1 Oct 03 through 30 Sep 04	\$ 27,256,416
	Estimated Contract Value	\$186,211,341

(b) GSE&I deals with overall system definition; integration both within the system and with associated systems; analysis of system segment and subsystem design; design compromises and trade-offs; definition of interfaces; review of hardware and software including manufacturing and quality control; observation, review, and evaluation of tests and test data; support of launch, flight test, and orbital operations; appraisal of the contractor's technical performance, through meetings with the prime and subcontractors, exchange and analysis of information on progress and problems, review of plans for future work; development of solutions to problems, technical alternatives for reduced program risk, providing comments and recommendations in writing to the DOD System Program Manager and/or Project Officer as an independent technical assessment for consideration for modifying the program or redirecting the contractor's efforts; all to the extent necessary to assure timely and economical accomplishment of program objectives consistent with mission requirements.

(c) In the performance of this contract, the contractor agrees to cooperate with The Aerospace Corporation by responding to invitations from authorized personnel to attend meetings; by providing access to technical information and research, development and planning data such as, but not limited to, design and development analyses; test data and results; equipment and process specifications; test and test equipment specifications and procedures, parts and quality control procedures, records and data; manufacturing and assembly procedures; and schedule and milestone data, all in their original form or reproduced and excluding financial data; by delivering data as specified in the **Accessible Data Product List**; by discussing technical matters relating to this program; by providing access to contractor facilities utilized in the performance of this contract; and by allowing observation of technical activities by appropriate Aerospace technical personnel. The Aerospace personnel engaged in general systems engineering and integration effort are authorized access to any technical information pertaining to this contract.

(d) The contractor further agrees to include in each subcontract a clause requiring compliance by the subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the contractor. This agreement does not-relieve the contractor of his responsibility to manage the subcontracts effectively and efficiently nor is it intended to establish privity of contract between the government or The Aerospace Corporation and such subcontractors.

(e) The Aerospace Corporation personnel are not authorized to direct the contractor in any manner. The contractor agrees to accept technical direction as follows:

(1) Technical direction under this contract will be given to the contractor solely by the 45 SW.

(2) Whenever it becomes necessary to modify the contract and redirect the effort, A Change Order-signed by the Contracting Officer or a supplemental agreement signed by both the Contracting officer and the contractor will be issued.

H-25 UPGRADES AND MODIFICATIONS TO SERVICE SYSTEMS SEP 1997
During the course of this contract, service systems upgrades and modifications may be required. The work involved may include, but not be limited to, preparation of engineering change proposals, designing, fabricating, installing, integrating, and testing upgrades and modifications to service systems. The extent of effort and delivery schedule shall be determined for each upgrade and modification. The following procedure will be used to order upgrades and modifications of the type covered by CLIN 0005 and option CLINs 0010, 0015, 0020, 0025, 0030, and 0035 of the contract. Upon completion of Milestone 1 of an

52.216-7	ALLOWABLE COST AND PAYMENT (IAW FAR 16.307(a))	MAR 1997
52.217-8	OPTION TO EXTEND SERVICES (IAW FAR 17.208(f))	AUG 1989
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (IAW FAR 17.208(g))	MAR 1989

For the purposes of this clause the blank(s) are completed as follows:

(a) within **30 days**

(c) not to exceed 6 years and 7 months

52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (IAW FAR 19.708(a))	OCT 1995
52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (IAW FAR 19.708(b)(1))	AUG 1996
52.219-9	ALTERNATE II (IAW FAR 19.708(b)(1))	MAR 1996
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (IAW FAR 19.708(b)(2))	OCT 1995
52.222-1	NOTICE TO GOVERNMENT OF LABOR DISPUTES (IAW FAR 22.103-5(a))	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (IAW FAR 22.103-5(b))	JUL 1990
For the purposes of this clause the blank(s) are completed as follows:		
(a) does not exceed <u>\$0</u>		
52.222-3	CONVICT LABOR (IAW FAR 22.202)	AUG 1996
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (IAW FAR 22.305)	JUL 1995
52.222-6	DAVIS BACON ACT (IAW FAR 22.407(a))	FEB 1995
52.222-7	WITHHOLDING OF FUNDS (IAW FAR 22.407(a))	FEB 1988

52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN- OWNED ECONOMIC ENTERPRISES (IAW FAR 26.104(a))	SEP 1996
52.227-1	AUTHORIZATION AND CONSENT (IAW FAR 27.201-2(a))	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENTS (IAW FAR 27.202-2)	AUG 1996
52.227-10	FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER (IAW FAR 27.207-2)	APR 1984
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (IAW FAR 28.310)	JAN 1997
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS (IAW FAR 28.311-1)	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (IAW FAR 29.401-3)	JAN 1991
52.229-5	TAXES--CONTRACTS PERFORMED IN US POSSESSIONS OR PUERTO RICO (IAW FAR 29.401-5)	APR 1984
52.230-2	COST ACCOUNTING STANDARDS (IAW FAR 30.201-4(a))	APR 1996
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (IAW FAR 30.201-4(d))	APR 1996
52.232-17	INTEREST (IAW FAR 32.617(a), and 32.617(b))	JUN 1996
52.232-18	AVAILABILITY OF FUNDS (IAW FAR 32.705-1(a))	APR 1984
52.232-20	LIMITATION OF COST (IAW FAR 32.705-2(a))	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS (IAW FAR 32.806(a)(1))	JAN 1986

52.232-25 PROMPT PAYMENT JUN 1997
(IAW FAR 32.908(c))

Notwithstanding any other clause in this contract, the government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic transfer is made. Definitions of pertinent terms are set forth in FAR 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a)(5) An interest penalty shall be paid automatically by the Government, without request from the contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable.

For the purposes of this clause the blank(s) are completed as follows:

(a)(6)(i) 7

(b)(2) **15th day**

52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (IAW FAR 32.1103(a))	AUG 1996
52.233-1	DISPUTES (IAW FAR 33.215)	OCT 1995
52.233-3	PROTEST AFTER AWARD (IAW FAR 33.106(b))	AUG 1996
52.233-3	ALTERNATE I (IAW FAR 33.106(b))	JUN 1985
52.236-5	MATERIAL AND WORKMANSHIP (IAW FAR 36.505)	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES (IAW FAR 36.507)	NOV 1991
52.236-13	ACCIDENT PREVENTION (IAW FAR 36.513)	NOV 1991
52.236-13	ALTERNATE I (IAW FAR 36.505)	NOV 1991
52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS (IAW FAR 36.518)	APR 1984
52.236-19	ORGANIZATION AND DIRECTION OF WORK (IAW FAR 36.519)	APR 1984