

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   3
2. AMENDMENT/MODIFICATION NO. P00043	3. EFFECTIVE DATE 01 Oct 00	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY 45 CONS/LGCZL 14640 Hangar Road, E&L Bldg/CCAS Patrick AFB FL, FL 32925-2206	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Sverdrup Technology, Inc. 600 William Northern Blvd Tullahoma, TN 37388	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO.  F08650-98-C-0035
CODE 1EMB6	FACILITY CODE	10B. DATED (SEE ITEM 13) 23 April 1998

**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 SECTION G INC \$0.00

**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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Contract Clause H-25 entitled "Upgrades and Modifications to Service Systems, Sep 97."

E. IMPORTANT: Contractor  is not,  is required to sign this document and return One 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: PAM NAPOLETANO  
Phone: 494-9965

MAILING DATE: SEP 19 2000

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) <i>Kenneth Webb, Contracts Manager</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LINDA S. KRAGER Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>Kenn Webb</i> (Signature of person authorized to sign)	15C. DATE SIGNED 18 Sep 00	16B. UNITED STATES OF AMERICA BY <i>Linda S. Krager</i> (Signature of Contracting Officer)	16C. DATE SIGNED 18 Sep 00

## CONTINUATION OF SF-30

1. The purpose of this supplemental agreement is to incorporate Engineering Change Proposal's L99-196a (Option 3) (Engineering redesign and installation of new inflatable roof seal and L99196a (Option 6) (Repair payload door seals) and to make administrative changes to Section G, ACRN CJ & CF and to the Statement of Work, page 34. L99-196a (Option 3) project at a cost of \$18,056 (\$16,415 in costs and \$1,641 in fixed fee) as addressed in Sverdrup revised proposal, 24 Jul 00. L99-196a (Option 6) project at a cost of \$106,679 (\$96,981 in costs and \$9,698 in fixed fee) as addressed in Sverdrup revised proposal, 24 Jul 00. Authorized under Contract Clause H-25, "Upgrades and Modifications to Service Systems" Sep 97. Funding provided under existing funds in CLIN 0015 with no change in contract value.

## 2. SUMMARY OF CHANGES -- "SUMMARY OF CHANGES FOR THE PAYMENT OFFICE"

A. Part I – Schedule, Section B:

1. Page 8 of 65, CLIN 0015: Add subclin 0015AF for informational purposes only.

B. Statement of Work, Page 34:

1, Para 3.3.3.-2.1: Delete reference to 5SLS and OSS from third sentence. Change third sentence to read "They shall be the primary interface with the 45 SW operational unit (1 SLS and 3 SLS), the Field Program Manager, launch vehicle or spacecraft contractors, associate contractors, and other external organizations."

## 3. Section G – CONTRACT ADMINISTRATION DATA

Page 23b of 65:

(a) ACRN CF: 5703400 300 83LE 25309U 555L0 01 35138F 662400 F62400  
Change PR# - F55SLS00970100 to read \$201,000 total dollar amount of CF remains unchanged.

(b) ACRN CJ: 5703400 300 83LE 213030 55590 01 35119F 662400 61000000  
Change the accounting classification above to read 5703400 300 83LE 25309A 555L0 01 35119F 662400 F62400.

4. As a result of the above referenced changes, remove the contract pages listed under Column I and insert the revised pages under Column II. (Areas of change are annotated by a vertical line in the right margin)

Column I (Remove)

Column II (Insert)

Page 8  
Page 34  
Page 23b

Page 8  
Page 34  
Page 23b

5. All other terms and conditions remain the same.

**In consideration of this modification agreed to herein as complete equitable adjustment for this change, the contractor hereby releases the government from any and all liability under this contract for further equitable adjustments attributable to this change.**

////////////////////////////////////// **END PAGE** //

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COST (cont'd)**

**Launch Operations and Support Contract  
Option Period 2 - FY 00 (1 Oct 99 - 30 Sep 00)**

<u>Item No.</u>	<u>Description</u>	<u>Estimated Cost</u>												
<b>0011</b>	<p><b>Operations and Maintenance, Operations and Support and Operations and Management</b> The contractor shall furnish all necessary supplies and services required to perform program and business management, cost reporting and segregation, environmental, industrial security, technical data, safety, exercises, training and other related items as required by launch program in accordance with the Statement of Work for the LO&amp;SC, dated <u>April 1998</u>, and the performance standards document. <u>COST-PLUS-AWARD-FEE</u></p> <table border="0"> <tr> <td></td> <td align="center"><u>From</u></td> <td></td> <td align="center"><u>Change</u></td> <td></td> <td align="center"><u>To</u></td> </tr> <tr> <td>Est. Cost</td> <td align="right">\$ 31,357,917</td> <td></td> <td align="right">\$ 2,800,000</td> <td></td> <td align="right">\$ 34,157,917</td> </tr> </table>		<u>From</u>		<u>Change</u>		<u>To</u>	Est. Cost	\$ 31,357,917		\$ 2,800,000		\$ 34,157,917	\$ 34,157,917
	<u>From</u>		<u>Change</u>		<u>To</u>									
Est. Cost	\$ 31,357,917		\$ 2,800,000		\$ 34,157,917									
<b>0012</b>	<p><b>Systems Management</b> The contractor shall furnish all necessary supplies and services required to perform systems engineering, safety engineering, logistics support analysis, configuration management, procedure development, and studies in accordance with the Statement of Work for the LO&amp;SC, dated <u>April 1998</u>, and the performance standards document. <u>COST-PLUS-AWARD-FEE</u></p> <table border="0"> <tr> <td></td> <td align="center"><u>From</u></td> <td></td> <td align="center"><u>Change</u></td> <td></td> <td align="center"><u>To</u></td> </tr> <tr> <td>Est. Cost</td> <td align="right">\$ 956,553</td> <td></td> <td align="right">\$ -</td> <td></td> <td align="right">\$ 956,553</td> </tr> </table>		<u>From</u>		<u>Change</u>		<u>To</u>	Est. Cost	\$ 956,553		\$ -		\$ 956,553	\$ 956,553
	<u>From</u>		<u>Change</u>		<u>To</u>									
Est. Cost	\$ 956,553		\$ -		\$ 956,553									
<b>0013</b>	<p><b>Data</b> 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>	NSP												
<b>0014</b>	<b>Award Fee Pool</b> (In accordance with Award Fee Plan)													
<b>0014AA</b>	<p><b>Award Fee Pool</b> (1 Oct 99 through 28 Feb 00)</p> <table border="0"> <tr> <td></td> <td align="center"><u>From</u></td> <td></td> <td align="center"><u>Change</u></td> <td></td> <td align="center"><u>To</u></td> </tr> <tr> <td>Est. Cost</td> <td align="right">\$ 1,111,020</td> <td></td> <td align="right">\$ 12,067</td> <td></td> <td align="right">\$ 1,123,087</td> </tr> </table>		<u>From</u>		<u>Change</u>		<u>To</u>	Est. Cost	\$ 1,111,020		\$ 12,067		\$ 1,123,087	\$ 1,123,087
	<u>From</u>		<u>Change</u>		<u>To</u>									
Est. Cost	\$ 1,111,020		\$ 12,067		\$ 1,123,087									
<b>0014AB</b>	<p><b>Award Fee Pool</b> (1 Mar 00 through 31 Aug 00)</p> <table border="0"> <tr> <td></td> <td align="center"><u>From</u></td> <td></td> <td align="center"><u>Change</u></td> <td></td> <td align="center"><u>To</u></td> </tr> <tr> <td>Est. Cost</td> <td align="right">\$ 1,694,092</td> <td></td> <td align="right">\$ 15,740</td> <td></td> <td align="right">\$ 1,709,832</td> </tr> </table>		<u>From</u>		<u>Change</u>		<u>To</u>	Est. Cost	\$ 1,694,092		\$ 15,740		\$ 1,709,832	\$ 1,709,832
	<u>From</u>		<u>Change</u>		<u>To</u>									
Est. Cost	\$ 1,694,092		\$ 15,740		\$ 1,709,832									
<b>0014AC</b>	<p><b>Award Fee Pool</b> (1 Sep 00 through 30 Sep 00)</p> <table border="0"> <tr> <td></td> <td align="center"><u>From</u></td> <td></td> <td align="center"><u>Change</u></td> <td></td> <td align="center"><u>To</u></td> </tr> <tr> <td>Est. Cost</td> <td align="right">\$ 298,245</td> <td></td> <td align="right">\$ 2,623</td> <td></td> <td align="right">\$ 300,868</td> </tr> </table>		<u>From</u>		<u>Change</u>		<u>To</u>	Est. Cost	\$ 298,245		\$ 2,623		\$ 300,868	\$ 300,868
	<u>From</u>		<u>Change</u>		<u>To</u>									
Est. Cost	\$ 298,245		\$ 2,623		\$ 300,868									
	<b>TOTAL PROPOSED AWARD FEE</b>	\$ 3,133,787												

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COST (cont'd)**  
**Launch Operations and Support Contract**  
**Option Period 2 - FY 00 (1 Oct 99 - 30 Sep 00)**

<u>Item No.</u>	<u>Description</u>	<u>Estimated Cost</u>								
<b>0015</b>	<b>Service Systems Upgrades &amp; Modifications</b> 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)	\$ 3,833,277								
	<table border="0"> <tr> <td></td> <td align="center"><u>From</u></td> <td align="center"><u>Change</u></td> <td align="center"><u>To</u></td> </tr> <tr> <td>Est. Cost</td> <td align="right">\$ 3,833,277</td> <td></td> <td align="right">\$ 3,833,277</td> </tr> </table>		<u>From</u>	<u>Change</u>	<u>To</u>	Est. Cost	\$ 3,833,277		\$ 3,833,277	
	<u>From</u>	<u>Change</u>	<u>To</u>							
Est. Cost	\$ 3,833,277		\$ 3,833,277							
<b>0015AA</b>	NPF Project	\$ 1,166,566								
<b>0015AB</b>	Air Sampling, Delta Ops	\$ 140,197								
<b>0015AC</b>	AHU at VIB	\$ 323,532								
<b>0015AD</b>	ECP L99-165	\$ 34,856								
<b>0015AE</b>	ECP L99-194	\$ 34,016								
<b>0015AF</b>	ECP L99-196A	\$ 124,735								
	<b>ESTIMATED COSTS (CLINS 0011 – 0013)</b>	\$ 35,114,470								
	<b>AWARD FEE (CLIN 0014)</b>	\$ 3,133,787								
	<b>ESTIMATED COST (CLIN 0015)</b>	\$ 3,833,277								
	<b>ESTIMATED TOTAL FOR ALLCLINS (FY00)</b>	\$ 42,081,534								

**SECTION G - CONTRACT ADMINISTRATION DATA (cont'd)**

ACRN	Acct Class Data	Appropriation/Lmt SubHead/CPN Recip DODAAD Supplement Accounting Classification Information	OBLIGATED AMOUNT
CD	5703400 300 83LE 25309S 555L0 01 33605F 662400 F62400	PR# - F50LGZ91310100 = \$1,494,000 (P00025) PR# - F50LGZ91310100 = [\$56,000] (P00035)	\$ 1,438,000
CE	5703400 300 83LE 25309T 555L0 01 35144F 662400 F62400	PR# - F50LGZ91310100 = \$18,164,000 (P00025) PR# - F55SLS00880400 = \$120,000 (P00029) PR# - F55SLS00460200 = \$200,000 (P00029) PR# - F55SLS00760100 = \$164,000 (P00029) PR# - F55SLS00950300 = \$75,000 (P00029) PR# - F55SLS93200400 = \$1,975,288 (P00037) PR# - F53SLS01020400 = \$100,000 (P00039)	\$20,798,288
CF	5703400 300 83LE 25309U 555L0 01 35138F 662400 F62400	PR# - F50LGZ91310100 = \$650,000 (P00025) PR# - F5SLS32000500 = \$50,000 (P00029) PR# - F53SLS01030100 = \$18,731 (P00032) PR# - F55SLS01180300 = \$250,000 (P00039) PR# - F55SLS00970100 = \$201,000 (P00041)	\$ 1,169,731
CG	5703400 300 83LE 264D91 522 01 35878F 662400 F62400	PR# - FQ252001010700 = \$1,030,778 (P00028) PR# - FQ252001540500 = \$ 140,197 (P00032) PR# - FQ252001470200 = \$ 323,532 (P00033)	\$ 1,494,507
CH	5703400 300 83LE 264D91 524 01 35878F 662400 F62400 3R XA	PR# - FQ252001611400 = \$87,703 (P00034)	\$ 87,703
CI	Not used.		
CJ	5703400 300 83LE 25309A 555L0 01 35119F 662400 F62400	PR# - F13SLS00690100 = \$630,000 (P00039)	\$ 630,000
CK	5703400 300 83LE 25309T 010000 555L0 35144F 662400 F62400	PR# - F53SLS01661500 = \$374,300 (P00039) PR# - F53SLS01670300 = \$35,000 (P00039)	\$ 409,300
CL	5703400 300 83LE 25309D 010000 555L0 35119F 662400 F62400	PR# - F51SLS02230400 = \$60,000 (P00039) PR# - F51SLS01460100 = \$42,000 (P00041)	\$ 102,000

**3.3.2-3 Standards of Performance** – The standards of performance are shown in Figure 3.3.2.

<b>Figure 3.3.2 Standards of Performance – Systems Operations and Maintenance</b>		
<b>Key Required Services</b>	<b>Performance Standard</b>	<b>Method of Surveillance</b>
O&M personnel training	O&M personnel training is defined in a Training Plan. Training courses are comprehensive and up-to-date. Training is complete and documented. Training leads to certification for critical areas such as crane operators, welders, ordnance handlers, clean room technicians, etc.	Review of Training Plan and Training Records Database.
Level I planned and unplanned maintenance	Planned and unplanned maintenance is performed to specified procedures and standards, and is completed in time to support mission requirements.	Random sampling and review of maintenance procedures. Observation through on-line access to CMMS database.
Preventative maintenance	Preventative maintenance is planned, scheduled, and performed using a CMMS. RCM methodologies and other predictive techniques are used to maximize system readiness.	Review of CMMS documentation and description. Observation through on-line access to CMMS database.
Resolution of hardware and procedural discrepancies	Hardware and procedural discrepancies are documented and controlled in the CMMS. Systems engineering and configuration management processes are used to resolve discrepancies.	Review of SEMP and Configuration Management Plan. Random sampling of documented maintenance procedures.
Customer Satisfaction	Support to LO&SC customers is responsive, meets defined mission requirements, and is of high quality.	Customer responses to LO&SC customer questionnaires.

**3.3.3 Mission Support**

**3.3.3-1 Requirements** – The contractor shall provide operational support on all service systems listed in Appendix A.

**3.3.3-2 Narrative Description**

**3.3.3-2.1** The contractor shall provide a Flow Manager for launch vehicle systems and a Flow Manager for spacecraft systems for each mission. These Flow Managers shall serve as the single point of contact for LO&SC support to that flight article. They shall be the primary LO&SC interface with the 45 SW operational unit (1 SLS, and 3 SLS), the Field Program Manager, launch vehicle or spacecraft contractors, associate contractors, and other external organizations.

**3.3.3-2.2** The contractor shall ensure that the LO&SC requirements of the MPICD and PRD are met.

**3.3.3-2.3** The contractor shall provide support for the government, prime aerospace contractors (to include Titan 5-day second shift), and other contractors, for a variety of operations, including but not limited to – repair and maintenance on ground support equipment, MST movement, crane operations, and minor modifications to real property.

**3.3.3-2.4** The contractor shall provide membership and participate in mission and facility meetings.

Mod P00043