

FOIA Electronic Reading Room Document Coversheet

Document Description: N68936-00-D-0022 Contract Mods P00001 - P00017

This document has been released in its entirety.

Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are below indicated.

Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy

Exemption (b)(2) Information excised is related solely to the internal rules and practices of the Agency.

Exemption (b)(3) Information excised is specifically exempt from disclosure by an Executive Order or Statute. Specifically:

Exemption (b)(4) Information excised is commercial or financial information received from outside the Government and is likely to cause substantial harm to the competitive position of the source providing the information.

Exemption (b)(5) Information excised is internal advice, recommendations, or subjective evaluations pertaining to the decision-making process of the Agency.

Exemption (b)(6) Information excised is certain individual names and personal identifiers and is excised for heightened interest in the personal privacy of Department of Defense personnel that is concurrent with the increased security awareness demands.

Exemption (b) (7) Information excised is investigatory records or information compiled for law enforcement purposes

Exemption (b)(8) Information excised is records for the use of any agency responsible for the regulation or supervision of financial institutions

Exemption (6)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

Please direct inquiries regarding this document to:
Commander (Code K00000D FOIA)
Naval Air Warfare Center Weapons Division
1 Administration Circle Stop 1009
China Lake, CA 93555-6100.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 0	PAGE OF PAGES 1 4
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2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 06-Mar-2000	4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX	5. PROJECT NO.(If applicable)
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6. ISSUED BY COMMANDER NAWCWPNS, CODE 210000D 1 ADMINISTRATION CIRCLE CHINA LAKE CA 93555-6100	CODE N60530	7. ADMINISTERED BY (If other than item 6) See Item 6	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EER SYSTEMS INC COLEMAN SHAUGHNESSY 3750 CENTERVIEW DRIVE CHANTILLY VA 20151		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022
	X	10B. DATED (SEE ITEM 13) 01-Apr-2000

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 Offer 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 ACKNOWLEDGMENT 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 Schedule

**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.
X	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:
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
See Page 2

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) WINNIE S. RENTA / ORDERING OFFICER		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <i>Winnie S. Renta</i> (Signature of Contracting Officer)	06-Mar-2000

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NAME OF OFFEROR OR CONTRACTOR
EER SYSTEMS INC

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this modification is to update the contractor's address, correct appropriation and accounting data, update the contractor's payment address, update Section H. 5252-243-9400 - AUTHORIZED CHANGES BY THE CONTRACTING OFFICER (JAN 1992), and in SECTION I. add clause 52-232-33 - PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTING REGISTRATION.

a. The Contractor's address has been changed as follows:

FROM:
EER Systems Inc.
10289 Aerospace Road
Seabrook, MD 20706

TO:
EER Systems Inc.
3750 Centerview Drive
Chantilly, VA 20151

b. The Appropriation and Accounting Data has been **CORRECTED** to read as follows:

FROM:
AA97X4930.NH2C 000 77777 0 068936 2F 000000 ~~00R7D00RAAWD00~~ Amount: \$1,000,000.00
JON: R7D00RAAWD FUNDS TYPE O/H Work Completion Date: Not Applicable
Requisition Number: N605308295AALX

TO:
AA97X4930.NH2C 000 77777 0 068936 2F 000000 008295AALXD00 Amount: \$1,000,000.00
JON: R7D00RAAWD FUNDS TYPE O/H Work Completion Date: Not Applicable
Requisition Number: N605308295AALX

c. G-TXT-07 Contractor's Payment Address is changed as follows:

FROM:
EER Systems Inc.
10289 Aerospace Road
Seabrook, MD 20706

TO:
EER Systems Inc.
3750 Centerview Drive
Chantilly, VA 20151

d. The following clause FARS 252.232-7009 PAYMENT BY ELECTRONIC FUNDS TRANSFER (CCR) (JUN 1998) is being deleted in SECTION I of the contract.

e. The following clause FARS 52.232-33 is being added to SECTION I of the contract:

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR
REGISTRATION (MAY 1999)**

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N68936-00-D-0022-P00001PAGE
3 OF 4NAME OF OFFEROR OR CONTRACTOR
EER SYSTEMS INC**(a) Method of payment.**

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a

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NAME OF OFFEROR OR CONTRACTOR
EER SYSTEMS INC

proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

- f. **5252.243-9504** **AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)** is changed to read : The address and phone number of the Contracting Officer is to read as follows:

NAME: Winnie S. Renta
CODE : 210000D
ADDRESS: 1 Administration Circle
China Lake, CA 93555-6100
PHONE: 760-446-9427
E-MAIL ADDRESS: rentaws@navair.navy.mil

- g. All other terms and conditions remain unchanged.

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2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 12-Apr-2000	4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX	5. PROJECT NO.(If applicable)
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6. ISSUED BY COMMANDER NAWCWPNS, CODE 210000D 1 ADMINISTRATION CIRCLE CHINA LAKE CA 93555-6100	CODE N60530	7. ADMINISTERED BY (If other than item 6) See Item 6	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EER SYSTEMS INC COLEMAN SHAUGHNESSY 3750 CENTERVIEW DRIVE CHANTILLY VA 20151	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022
	X 10B. DATED (SEE ITEM 13) 01-Apr-2000

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 Offer 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 ACKNOWLEDGMENT 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.

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 of both 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 Page 2

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) WINNIE S. RENTA / ORDERING OFFICER		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Winnie S. Renta</i> (Signature of Contracting Officer)	16C. DATE SIGNED 12-Apr-2000
(Signature of person authorized to sign)			

NAME OF OFFEROR OR CONTRACTOR
EER SYSTEMS INC

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this modification is to make to make the following Changes: Modify, Section B clause Materials and add 52.215-17, WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

a. The following clause has been modified as follows:

**FROM:
MATERIALS**

(a) The contractor shall be reimbursed for the actual cost of materials purchased or materials withdrawn from the contractor's store or warehouse (other than general office supplies) for the performance of work pursuant to the requirements set forth in Section C, Statement of Work, less any cash or quantity discount earned, plus mark-up for general and administrative expenses but without any mark-up for fee.

(b) Title to all property acquired in accordance with the paragraph above for the performance of work hereunder shall rest in the Government. Only materials directly required by Section C, Statement of Work are included.

(c) The contractor shall not acquire material valued at \$2,500.00 or more without a written proposal to do so and a written approval of the Ordering Officer.

**TO:
MATERIALS**

(a) The contractor shall be reimbursed for the actual cost of materials purchased or materials withdrawn from the contractor's store or warehouse (other than general office supplies) for the performance of work pursuant to the requirements set forth in Section C, Statement of Work, less any cash or quantity discount earned, plus mark-up for general and administrative expenses but without any mark-up for fee.

(b) Title to all property acquired in accordance with the paragraph above for the performance of work hereunder shall rest in the Government. Only materials directly required by Section C, Statement of Work are included.

(c) The contractor shall not acquire material valued at \$2,500.00 or more without a written proposal to do so and a written approval of the Ordering Officer or designee.

b. The following clause has been incorporated in full text in Section H:

52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

c. The total funded amount of the contract remains unchanged

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. PO0003	3. EFFECTIVE DATE 31-Jul-2000	4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX	5. PROJECT NO.(If applicable)		
6. ISSUED BY COMMANDER NAWCWPNS, CODE 210000D 1 ADMINISTRATION CIRCLE CHINA LAKE, CA 93555-6100	CODE N60530	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EER SYSTEMS INC COLEMAN SHAUGHNESSY 3750 CENTERVIEW DRIVE CHANTILLY VA 20151				9A. AMENDMENT OF SOLICITATION NO.	
CODE 7Z726				FACILITY CODE	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022	
				X 10B. DATED (SEE ITEM 13) 01-Apr-2000	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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 document; (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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE 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.					
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: FAR 52.222-41, Service Contract Act of 1965, as amended					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Incorporate Revision 14 of the Wage Determination					
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)		
			WINNIE S. RENTA / ORDERING OFFICER		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY <i>Winnie S. Renta</i>		31-Jul-2000	
		(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

THIS COMPANY IS REGISTERED IN CCR AT THE ADDRESS BELOW.

EER Systems Incorporated
3750 Centerview Drive
Chantilly, VA 20151

DUNS: 17-7153319
TIN: *b(4)*
CAGE: 7Z726

THE ELECTRONIC FUNDS TRANSFER CLAUSE IS IN THE BASIC CONTRACT.

THIS TASK ORDER IS SEVERABLE.

NOTE TO PAY OFFICE: Payout in accordance with funds expiration dates rather than first in first out. The funding for this Task Order cannot be utilized for work performed after the funds expiration date. Total amount funded is for the payment of costs.

Contract Point of Contact:
Carol Jones, (760) 375-2410 extension 444
Email: jonescl@navair.navy.mil

The purpose of this modification is to incorporate the updated Wage Determination.

- a. The Wage Determination No: 94-2043 Rev (14) Area: CA, Bakersfield, dated 06/04/200 is hereby incorporated.
- b. All other terms and conditions remain unchanged.

WAGE DETERMINATION NO: 94-2043 REV (14) AREA: CA,BAKERSFIELD

WAGE DETERMINATION NO: 94-2043 REV (14) AREA: CA,BAKERSFIELD

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2043

William W.Gross Division of | Revision No.: 14
Director Wage Determinations| Date Of Last Revision: 06/04/2000

State: California

Area: California County of Kern

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE	MINIMUM WAGE RATE
Mortician	16.57
School Crossing Guard (Crosswalk Attendant)	7.96
Administrative Support and Clerical Occupations	
Accounting Clerk I	9.94
Accounting Clerk II	10.85
Accounting Clerk III	12.17
Accounting Clerk IV	15.47
Court Reporter	14.22
Dispatcher, Motor Vehicle	11.41
Document Preparation Clerk	12.83
Duplicating Machine Operator	12.83
Film/Tape Librarian	11.50
General Clerk I	6.80
General Clerk II	7.64
General Clerk III	11.16
General Clerk IV	12.53
Housing Referral Assistant	13.86
Key Entry Operator I	8.80
Key Entry Operator II	10.77
Messenger (Courier)	7.82
Order Clerk I	10.03
Order Clerk II	10.46
Personnel Assistant (Employment) I	9.25
Personnel Assistant (Employment) II	10.38
Personnel Assistant (Employment) III	12.83
Personnel Assistant (Employment) IV	13.27
Production Control Clerk	13.18
Rental Clerk	11.31
Scheduler, Maintenance	11.31
Secretary I	11.31
Secretary II	13.87
Secretary III	14.46
Secretary IV	17.79

Secretary V	19.75
Service Order Dispatcher	11.50
Stenographer I	9.93
Stenographer II	11.50
Supply Technician	17.28
Survey Worker (Interviewer)	12.37
Switchboard Operator-Receptionist	9.08
Test Examiner	13.87
Test Proctor	13.87
Travel Clerk I	9.13
Travel Clerk II	9.61
Travel Clerk III	10.41
Word Processor I	9.24
Word Processor II	11.46
Word Processor III	12.88
Automatic Data Processing Occupations	
Computer Data Librarian	12.88
Computer Operator I	9.68
Computer Operator II	11.20
Computer Operator III	13.51
Computer Operator IV	15.12
Computer Operator V	16.76
Computer Programmer I (1)	12.25
Computer Programmer II (1)	14.89
Computer Programmer III (1)	17.04
Computer Programmer IV (1)	20.62
Computer Systems Analyst I (1)	12.37
Computer Systems Analyst II (1)	17.91
Computer Systems Analyst III (1)	19.54
Peripheral Equipment Operator	12.76
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	17.23
Automotive Glass Installer	15.90
Automotive Worker	15.90
Electrician, Automotive	16.55
Mobile Equipment Service	14.36
Motor Equipment Metal Mechanic	17.23
Motor Equipment Metal Worker	15.90
Motor Vehicle Mechanic	17.23
Motor Vehicle Mechanic Helper	13.30
Motor Vehicle Upholstery Worker	15.42
Motor Vehicle Wrecker	15.90
Painter, Automotive	16.54
Radiator Repair Specialist	15.90
Tire Repairer	13.87
Transmission Repair Specialist	17.23
Food Preparation and Service Occupations	
Baker	12.41
Cook I	11.20
Cook II	12.41
Dishwasher	9.15
Food Service Worker	9.15
Meat Cutter	12.41
Waiter/Waitress	8.77
Furniture Maintenance and Repair Occupations	

Electrostatic Spray Painter	16.54	
Furniture Handler	12.87	
Furniture Refinisher	16.54	
Furniture Refinisher Helper	13.30	
Furniture Repairer, Minor	15.21	
Upholsterer	16.54	
General Services and Support Occupations		
Cleaner, Vehicles	7.96	
Elevator Operator	9.15	
Gardener	9.15	
House Keeping Aid I	7.96	
House Keeping Aid II	9.36	
Janitor	8.47	
Laborer, Grounds Maintenance		8.77
Maid or Houseman	7.14	
Pest Controller	11.88	
Refuse Collector	9.15	
Tractor Operator	10.39	
Window Cleaner	9.36	
Health Occupations		
Dental Assistant	12.01	
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver		11.88
Licensed Practical Nurse I	9.55	
Licensed Practical Nurse II	10.73	
Licensed Practical Nurse III	12.01	
Medical Assistant	10.39	
Medical Laboratory Technician		10.73
Medical Record Clerk	10.73	
Medical Record Technician	12.93	
Nursing Assistant I	6.78	
Nursing Assistant II	7.62	
Nursing Assistant III	8.31	
Nursing Assistant IV	9.34	
Pharmacy Technician	11.63	
Phlebotomist	10.73	
Registered Nurse I	14.86	
Registered Nurse II	18.18	
Registered Nurse II, Specialist	18.18	
Registered Nurse III	22.00	
Registered Nurse III, Anesthetist	22.00	
Registered Nurse IV	26.16	
Information and Arts Occupations		
Audiovisual Librarian	17.83	
Exhibits Specialist I	13.52	
Exhibits Specialist II	16.13	
Exhibits Specialist III	19.89	
Illustrator I	13.52	
Illustrator II	16.13	
Illustrator III	19.89	
Librarian	18.40	
Library Technician	12.33	
Photographer I	11.76	
Photographer II	14.02	
Photographer III	17.29	
Photographer IV	21.16	

Photographer V	25.60	
Laundry, Dry Cleaning, Pressing and Related Occupations		
Assembler	6.71	
Counter Attendant	6.71	
Dry Cleaner	8.31	
Finisher, Flatwork, Machine	6.71	
Presser, Hand	6.71	
Presser, Machine, Drycleaning	6.71	
Presser, Machine, Shirts	6.71	
Presser, Machine, Wearing Apparel, Laundry		6.71
Sewing Machine Operator	8.85	
Tailor	9.38	
Washer, Machine	7.24	
Machine Tool Operation and Repair Occupations		
Machine-Tool Operator (Toolroom)		16.54
Tool and Die Maker	21.06	
Material Handling and Packing Occupations		
Forklift Operator	11.77	
Fuel Distribution System Operator		14.51
Material Coordinator	12.14	
Material Expediter	12.14	
Material Handling Laborer	9.48	
Order Filler	12.17	
Production Line Worker (Food Processing)		12.32
Shipping Packer	11.42	
Shipping/Receiving Clerk	11.42	
Stock Clerk (Shelf Stocker; Store Worker II)		11.35
Store Worker I	9.38	
Tools and Parts Attendant	12.30	
Warehouse Specialist	12.30	
Mechanics and Maintenance and Repair Occupations		
Aircraft Mechanic	17.41	
Aircraft Mechanic Helper	13.68	
Aircraft Quality Control Inspector	18.45	
Aircraft Servicer	15.65	
Aircraft Worker	16.35	
Appliance Mechanic	16.54	
Bicycle Repairer	13.87	
Cable Splicer	17.23	
Carpenter, Maintenance	16.54	
Carpet Layer	15.90	
Electrician, Maintenance	20.00	
Electronics Technician, Maintenance I		17.19
Electronics Technician, Maintenance II		19.02
Electronics Technician, Maintenance III		20.52
Fabric Worker	15.21	
Fire Alarm System Mechanic	17.23	
Fire Extinguisher Repairer	14.85	
Fuel Distribution System Mechanic	17.23	
General Maintenance Worker	15.70	
Heating, Refrigeration and Air Conditioning Mechanic		17.23
Heavy Equipment Mechanic	17.23	
Heavy Equipment Operator	18.18	
Instrument Mechanic	19.29	
Laborer	11.28	

Locksmith	16.54	
Machinery Maintenance Mechanic		17.68
Machinist, Maintenance	18.42	
Maintenance Trades Helper	13.30	
Millwright	18.70	
Office Appliance Repairer	16.54	
Painter, Aircraft	16.54	
Painter, Maintenance	16.54	
Pipefitter, Maintenance	17.23	
Plumber, Maintenance	16.54	
Pneudraulic Systems Mechanic		17.23
Rigger	22.39	
Scale Mechanic	15.90	
Sheet-Metal Worker, Maintenance		17.23
Small Engine Mechanic	15.90	
Telecommunication Mechanic I		17.23
Telecommunication Mechanic II		20.62
Telephone Lineman	17.23	
Welder, Combination, Maintenance		17.23
Well Driller	17.23	
Woodcraft Worker	17.23	
Woodworker	15.44	
Miscellaneous Occupations		
Animal Caretaker	9.15	
Carnival Equipment Operator		12.07
Carnival Equipment Repairer		13.01
Carnival Worker	7.96	
Desk Clerk	8.44	
Embalmer	16.57	
Lifeguard	8.61	
Park Attendant (Aide)	10.81	
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)		8.64
Recreation Specialist	12.32	
Recycling Worker	11.95	
Sales Clerk	7.51	
Sport Official	7.51	
Survey Party Chief (Chief of Party)		12.88
Surveying Aide	7.92	
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)		10.85
Swimming Pool Operator	11.06	
Vending Machine Attendant	9.52	
Vending Machine Repairer	11.93	
Vending Machine Repairer Helper		10.26
Personal Needs Occupations		
Child Care Attendant	8.44	
Child Care Center Clerk	12.08	
Chore Aid	7.44	
Homemaker	13.46	
Plant and System Operation Occupations		
Boiler Tender	17.23	
Sewage Plant Operator	17.45	
Stationary Engineer	20.65	
Ventilation Equipment Tender		13.30
Water Treatment Plant Operator		17.45
Protective Service Occupations		

Alarm Monitor	9.68	
Corrections Officer	19.47	
Court Security Officer	19.47	
Detention Officer	19.47	
Firefighter	18.02	
Guard I	7.70	
Guard II	8.41	
Police Officer I	22.42	
Stevedoring/Longshoremen Occupations		
Blocker and Bracer	14.71	
Hatch Tender	14.10	
Line Handler	14.10	
Stevedore I	14.08	
Stevedore II	15.31	
Technical Occupations		
Air Traffic Control Specialist, Center (2)	26.07	
Air Traffic Control Specialist, Station (2)	17.98	
Air Traffic Control Specialist, Terminal (2)	19.79	
Archeological Technician I	12.48	
Archeological Technician II	13.96	
Archeological Technician III	17.29	
Cartographic Technician	19.89	
Cashier	7.89	
Civil Engineering Technician	19.89	
Computer Based Training (CBT) Specialist/ Instructor		12.37
Drafter I	10.97	
Drafter II	13.08	
Drafter III	18.17	
Drafter IV	18.80	
Engineering Technician I	11.33	
Engineering Technician II	13.52	
Engineering Technician III	18.79	
Engineering Technician IV	19.89	
Engineering Technician V	28.14	
Engineering Technician VI	29.43	
Environmental Technician	16.63	
Flight Simulator/Instructor (Pilot)	17.91	
Graphic Artist	12.37	
Instructor	12.37	
Laboratory Technician	13.56	
Mathematical Technician	17.29	
Paralegal/Legal Assistant I	12.37	
Paralegal/Legal Assistant II	15.73	
Paralegal/Legal Assistant III	19.24	
Paralegal/Legal Assistant IV	23.27	
Photooptics Technician	19.89	
Technical Writer	19.83	
Unexploded (UXO) Safety Escort	16.57	
Unexploded (UXO) Sweep Personnel	16.57	
Unexploded Ordnance (UXO) Technician I	16.57	
Unexploded Ordnance (UXO) Technician II	20.71	
Unexploded Ordnance (UXO) Technician III	24.02	
Weather Observer, Combined Upper Air and Surface Programs (3)		13.03
Weather Observer, Senior (3)	14.48	

Weather Observer, Upper Air (3)	13.03
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.77
Parking and Lot Attendant	6.73
Shuttle Bus Driver	10.21
Taxi Driver	10.48
Truckdriver, Heavy Truck	14.67
Truckdriver, Light Truck	10.21
Truckdriver, Medium Truck	14.81
Truckdriver, Tractor-Trailer	14.67

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments,

and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444

(SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included

in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				R	1	2
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 19-Sep-2000	4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX		5. PROJECT NO.(If applicable)	
6. ISSUED BY COMMANDER NAWCWPNS, CODE 210000D 1 ADMINISTRATION CIRCLE CHINA LAKE, CA 93555-6100		CODE N60530	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EER SYSTEMS INC COLEMAN SHAUGHNESSY 3750 CENTERVIEW DRIVE CHANTILLY VA 20151				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022		
				X 10B. DATED (SEE ITEM 13) 01-Apr-2000		
CODE 7Z726		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>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 document; (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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE 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.</p>						
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.						
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: By Mutual Agreement of Both Parties and plied Authority of the Contracting Officer						
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 the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE HEREIN						
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)		
				WINNIE S. RENTA / ORDERING OFFICER		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)			BY <i>Winnie S. Renta</i> (Signature of Contracting Officer)		19-Sep-2000	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this modification is to update the DFAS payment office information and to incorporate clause 5252.237-9503 – ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES to Section H of this contract.

- a. 'Payment will be made by' organization has been updated as follows:

FROM:
DFAS-Cleveland Center (DFAS-CL) Operating Location
937 Harbor Drive
San Diego, CA 92132-5111

TO
DFAS-SD OPLOC
CODE FPV EFT: T
PO BOX 429100
SAN DIEGO, CA 92142-9100

- b. The following clause 5252.237-9503 Ordering Procedures For Navy Marine Corps Intranet (NMCI) Services (SEP 2000) is being added to SECTION H of the contract:

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES

- (a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."
- (b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.
- (c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.
- (d) This clause is applicable to the basic contract and all task orders that are active during the life of the contract after the effective date of this modification. This clause takes precedence over any conflicting language in the contract and task orders.
- (d) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all appropriate subcontracts.
- c. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES
				R	1 3
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 14-Nov-2000	4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX		5. PROJECT NO. (If applicable)
6. ISSUED BY CDR NAWCWD CODE 210000D ATTN: C. JONES (760) 375-2410 X 44 1 ADMIN CIR, BLDG 982 CHINA LAKE, CA 93555-6100		CODE N68936	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EER SYSTEMS INC COLEMAN SHAUGHNESSY 3750 CENTERVIEW DRIVE CHANTILLY VA 20151				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022	
				X 10B. DATED (SEE ITEM 13) 01-Apr-2000	
CODE 7Z726		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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 document; (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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE 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 Schedule					
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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: N68936-00-D-0022 clause B-NSTD-02 AWARD FEE EVALUATION PROCEDURES and mutual agreement					
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 the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE HEREIN					
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)		
			WINNIE S. RENTA / PROCUREMENT CONTRACTING OFFICE		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY <i>Winnie S. Renta</i> (Signature of Contracting Officer)		14-Nov-2000

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

THIS COMPANY IS REGISTERED IN CCR AT THE ADDRESS BELOW.

EER Systems Incorporated
3750 Centerview Drive
Chantilly, VA 20151

DUNS: 17-7153319
TIN: b (4)
CAGE: 7Z726

THE ELECTRONIC FUNDS TRANSFER CLAUSE IS IN THE BASIC CONTRACT.

THIS TASK ORDER IS SEVERABLE.

NOTE TO PAY OFFICE: Payout in accordance with funds expiration dates rather than first in first out. The funding for this Task Order cannot be utilized for work performed after the funds expiration date. Total amount funded is for the payment of costs.

Contract Point of Contact:

Name: Carol Jones, (760) 375-2410 extension 444

Email: jonescl@navair.navy.mil

The purpose of this modification is to authorize payment of the award fee for the first quarter and to correct the appropriation and accounting data in P00001.

1. First quarter (01 Apr 00 – 30 Jun 00) award fee for contract N68936-00-D-0022 is b (4)
2. A voucher in the amount of \$ b (4) may be processed for payment of the first quarter award fee. Funding for the award fee is available on ACRN AA.
3. The Appropriation and Accounting Data is hereby CORRECTED to read as follows:

FROM:

AA 97X4930.NH2C 000 77777 0 068936 2F 000000 008295AALXD00

Amount: \$1,000,000.00

JON: R7D00RAAWD FUNDS TYPE: O/H

Work Completion Date: N/A

Requisition Number: N6053008295AALX

TO:

AA 97X4930.NH2C 000 77777 0 068936 2F 000000 008295AALX00

Amount: \$1,000,000.00

JON: R7D00RAAWD01 FUNDS TYPE: O/H

Work Completion Date: N/A

Requisition Number: N6053008295AALX

4. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				R	1	2
2. AMENDMENT/MODIFICATION NO. PO0006		3. EFFECTIVE DATE 09-Mar-2001	4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX		5. PROJECT NO.(If applicable)	
6. ISSUED BY CDR NAWCWD CODE 210000D ATTN: C. JONES (760) 375-2410 X 44 1 ADMIN CIR, BLDG 982 CHINA LAKE, CA 93555-6100		CODE N68936	7. ADMINISTERED BY (If other than item 6) See item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EER SYSTEMS INC COLEMAN SHAUGHNESSY 3750 CENTERVIEW DRIVE CHANTILLY VA 20151				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022		
CODE 7Z726		FACILITY CODE	X 10B. DATED (SEE ITEM 13) 01-Apr-2000			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>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 document; (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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE 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.</p>						
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.						
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: N68936-00-D-0022 clause B-NSTD-02 AWARD FEE EVALUATION PROCEDURES and mutual agreement						
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 the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE HEREIN						
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) WINNIE S. RENTA / PROCUREMENT CONTRACTING OFFICE			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Winnie S. Renta</i>		16C. DATE SIGNED 09-Mar-2001	
(Signature of person authorized to sign)			(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The Purpose of this modification is authorize payment of the award fee for the second quarter and update Section H Clause 252.243-9504 - AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992).

1. Second quarter (01 Aug 00 – 30 Nov 00) award fee for contract N68936-00-D-0022 is **b (4)**
2. A voucher in the amount of **b (4)** may be processed for payment of the second quarter award fee. Funding for the award fee is available on ACRN AA.
3. Clause 252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992) is updated to read as follows:

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Winnie S. Renta
CODE: 210000D
ADDRESS: 1 Administration Circle
China Lake, CA 93555-6100
PHONE: 760-939-4769
E-MAIL ADDRESS: rentaws@navair.navy.mil

APPOINTMENT OF ORDERING OFFICER (S)

- (a) The following activity (ies) or individuals (s) is/are designated as authorized Ordering Officer (s):

NAME: Carol L. Jones
CODE: 210000D
ADDRESS: 1 Administration Circle
China Lake, CA 93555-6100
PHONE: 760-375-2410 ext. 444
E-MAIL ADDRESS: jonescl@navair.navy.mil

4. All other terms and conditions remain unchanged

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE 26-Jun-2001	4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX		5. PROJECT NO.(If applicable)
6. ISSUED BY CDR NAWCWD CODE 210000D ATTN: C. JONES (760) 375-2410 X 44 1 ADMIN CIR, BLDG 982 CHINA LAKE CA 93555-8100		CODE N68936	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EER SYSTEMS INC COLEMAN SHAUGHNESSY 3750 CENTERVIEW DRIVE CHANTILLY VA 20151			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022		
			X 10B. DATED (SEE ITEM 13) 01-Apr-2000		
CODE 7Z726		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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 ACKNOWLEDGMENT 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 Schedule					
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).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: N68936-00-D-0022 clause B-NSTD-02 AWARD FEE EVALUATION PROCEDURES and mutual agreement of parties					
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 the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2					
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) WINNIE S. RENTA / PROCUREMENT CONTRACTING OFFICE		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Winnie S. Renta</i>		16C. DATE SIGNED 26-Jun-2001
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this modification is to increase funding for award fees, authorize payment of the award fee for the third quarter and update Section G-TXT-06, SECURITY ASSIGNMENT.

1. The Appropriation and Accounting Data is hereby INCREASED:

AA.97X4930.NH2C 000 77777 068936 2F 000000 008295AALX00
JON: R7D00RAAWD01 FUNDS TYPE: O/H Work Completion Date: N/A
Requisition Number: N60530-8295-AALX
From: \$1,000,000.00 By: \$4,000,000.00 To: \$5,000,000.00

2. Third quarter (01 Dec 00 – 31 Mar 01) award fee for contract N68936-00-D-0022 is b (4)
3. A voucher in the amount of b (4) may be processed for payment of the third quarter award fee. Funding for the award fee is available on ACRN AA.
4. The following clause G-TXT-06 SECURITY ASSIGNMENT has been updated to read as follows:

FROM:
Defense Security Service
44915 N. Elm Avenue
Lancaster, CA 93534

TO:
Defense Security Service
41307 12TH Street West, Suites 5 & 6
Palmdale, CA 93551

Telephone Number: (661) 272-9288
Fax Number: (661) 272-9072

is hereby assigned administrative responsibility for safeguarding classified information.

5. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 2
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2. AMENDMENT/MODIFICATION NO. P00008	3. EFFECTIVE DATE 06-Sep-2001	4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX	5. PROJECT NO.(If applicable)
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6. ISSUED BY CDR NAWCWD CODE 210000D ATTN: C. JONES (760) 375-2410 X 444 1 ADMIN CIR, BLDG 982 CHINA LAKE CA 93555-8100	CODE N68936	7. ADMINISTERED BY (If other than item 6) See Item 6	CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EER SYSTEMS INC COLEMAN SHAUGHNESSY 3750 CENTERVIEW DRIVE CHANTILLY VA 20151	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022
	X 10B. DATED (SEE ITEM 13) 01-Apr-2000

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 Offer 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 ACKNOWLEDGMENT 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.**

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.
X 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:
D. OTHER (Specify type of modification and authority)

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

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

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) MARTHA E ALDRIDGE / PROCURING CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 06-Sep-2001
(Signature of person authorized to sign)	BY _____ (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this modification is to update the information in SECTION H. clause 5252.2439504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

a. 5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992) is changed to read as the following.

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: M.E. Aldridge

CODE: 210000D

ADDRESS: 1 Administration Circle, China Lake, CA 93555-6100

PHONE: 760-939-2799

E-MAIL ADDRESS: aldrigeme@navair.navy.mil

APPOINTMENT OF ORDERING OFFICER(S)

(a) The following activity(ies) or individual(s) is/are designated as authorized Ordering Officer(s)

NAME: Carol L. Jones

CODE: 210000D

ADDRESS: 1 Administration Circle, China Lake, CA 93555-6100

PHONE: 760-375-2410 ext. 444

E-MAIL ADDRESS: jonescl@navair.navy.mil

b. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. PO0009		3. EFFECTIVE DATE 19-Oct-2001	4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX	5. PROJECT NO.(If applicable)		
6. ISSUED BY CDR NAWCWD CODE 210000D ATTN: C. JONES (760) 375-2410 X 444 1 ADMIN CIR, BLDG 982 CHINA LAKE CA 93555-6100		CODE N68936	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6				
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EER SYSTEMS INC COLEMAN SHAUGHNESSY 3750 CENTERVIEW DRIVE CHANTILLY VA 20151				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022		
				X 10B. DATED (SEE ITEM 13) 01-Apr-2000		
CODE 7Z726		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>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:</p> <p>(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 ACKNOWLEDGMENT 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.</p>						
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.						
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: N68936-00-D-0022 clause B-NSTD-02 Award Fee Evaluation Procedures and mutual agreement/ both parties						
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 the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Herein						
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) MARTHA E ALDRIDGE / PROCURING CONTRACTING OFFICER			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 22-Oct-2001	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this modification is to authorize payment of the award fee for the fourth quarter.

1. Fourth quarter (01 Apr 01 – 31 Jul 01) award fee for contract N68936-00-D-0022 is b(4)
2. A voucher in the amount of b(4) may be processed for payment of the fourth quarter award fee. Funding for the award fee is available on ACRN AA.
3. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 05-Mar-2002	4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX	5. PROJECT NO.(If applicable)		
6. ISSUED BY CDR NAWCWD CODE 210000D ATTN: C. JONES (760) 375-2410 X 444 1 ADMIN CIR, BLDG 982 CHINA LAKE CA 93565-6100		CODE N68936	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6				
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EER SYSTEMS INC COLEMAN SHAUGHNESSY 3750 CENTERVIEW DRIVE CHANTILLY VA 20151				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022		
CODE 7Z726				FACILITY CODE		X 10B. DATED (SEE ITEM 13) 01-Apr-2000
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>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:</p> <p>(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 ACKNOWLEDGMENT 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.</p>						
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.						
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) Award Fee FAR.103(B)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE HEREIN						
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) MARTHA E ALDRIDGE / PROCURING CONTRACTING OFFICER		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____		16C. DATE SIGNED 05-Mar-2002	
				(Signature of Contracting Officer)		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this modification is to authorize payment of the award fee for the fifth quarter.

1. Fifth quarter (01 Aug 01 – 30 Nov 01) award fee for contract N68936-00-D-0022 is **b(4)**
2. A voucher in the amount of **b(4)** may be processed for payment of the fifth quarter award fee. Funding for the award fee is available on ACRN AA.
3. All other terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00011		3. EFFECTIVE DATE 31-May-2002	4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX	5. PROJECT NO.(If applicable)	
6. ISSUED BY CDR NAWCWD CODE 210000D ATTN: C. JONES (760) 375-2410 X 444 1 ADMIN CIR, BLDG 982 CHINA LAKE CA 93555-6100		CODE N68936	7. ADMINISTERED BY (If other than item 6) CODE See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EER SYSTEMS INC COLEMAN SHAUGHNESSY 3750 CENTERVIEW DRIVE CHANTILLY VA 20151				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022	
CODE 7Z726				X 10B. DATED (SEE ITEM 13) 01-Apr-2000	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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 ACKNOWLEDGMENT 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.					
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) AWARD FEE FAR 103(B)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE HEREIN					
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) MARTHA E ALDRIDGE / PROCURING CONTRACTING OFFICER		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 31-May-2002

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this modification is to authorize the payment of the award fee for the sixth quarter.

1. Sixth quarter (01 DEC 2001 – 31 MAR 2002) award fee for contract N68936-00-D-0022 is b (4)
2. A voucher in the amount of b (4) may be processed for payment of the sixth quarter award fee. Funding for the award fee is available on ACRN AA.
3. All terms and conditions remain unchanged.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 | 2

2. AMENDMENT/MODIFICATION NO. P00012
 3. EFFECTIVE DATE 31-Oct-2002
 4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX
 5. PROJECT NO.(If applicable) _____

6. ISSUED BY
 CDR NAWCWD CODE 210000D
 ATTN: C. JONES
 (760) 375-2410 X444
 1 ADMIN CIR, BLDG 982
 CHINA LAKE CA 93555-8100
 CODE N68936
 7. ADMINISTERED BY (If other than item 6)
See Item 6
 CODE _____

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
 EER SYSTEMS INC
 CHUCK FARIS
 3750 CENTERVIEW DRIVE
 CHANTILLY VA 20151
 CODE 7Z726 FACILITY CODE _____
 9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED (SEE ITEM 11) _____
 X 10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022
 X 10B. DATED (SEE ITEM 13) 31-Oct-2002

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 Offer 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 ACKNOWLEDGMENT 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.**

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)
 Award fee FAR 103(B)

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

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

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.

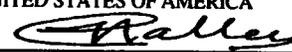
15A. NAME AND TITLE OF SIGNER (Type or print) _____ 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 MARTHA E ALDRIDGE / PROCURING CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR _____ 15C. DATE SIGNED _____ 16B. UNITED STATES OF AMERICA
 BY M. E. Aldridge 16C. DATE SIGNED
 (Signature of person authorized to sign) (Signature of Contracting Officer) 31-Oct-2002

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this modification is to authorize the payment of the award fee for the seventh quarter and update the address for the 'Payment will be made by' organization on this contract.

1. Seventh quarter (01 APR 2002 – 31 JUL 2002) award fee for contract N68936-00-D-0022 is *b (4)*
2. A voucher in the amount of *b (4)* may be processed for payment of the seventh quarter award fee. Funding for the award fee is available on ACRN AA.
3. The 'Payment will be made by' organization has changed from
DFAS-SD OPLOC
CODE FPV EFT: T
PO BOX 429100
SAN DIEGO, CA 92142-9100
to
DFAS - CLEVELAND CENTER & OPLOCS
SAN DIEGO
4181 RUFFIN ROAD
SAN DIEGO, CA 92123-1819
4. All terms and conditions remain unchanged

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00013		3. EFFECTIVE DATE 19-Mar-2003	4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX	5. PROJECT NO.(If applicable)	
6. ISSUED BY CDR NAWCWD CODE 210000D ATTN: C. JONES (760) 375-2410 X444 1 ADMIN CIR, BLDG 982 CHINA LAKE CA 93555-6100		CODE N68936	7. ADMINISTERED BY (If other than item 6) CODE See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EER SYSTEMS INC CHUCK FARIS 3750 CENTERVIEW DRIVE CHANTILLY VA 20151				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022	
CODE 7Z726 FACILITY CODE				X 10B. DATED (SEE ITEM 13) 31-Oct-2002	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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 ACKNOWLEDGMENT 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.					
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) N68936-00-D-0022 clause B-NSTD-02 Award Fee Evaluation Procedures and mutual agreement of parties					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE HEREIN					
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) COLETTE C NALLEY / PROCURING CONTRACTING OFFICER		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 19-Mar-2003
			(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The purpose of this modification is to authorize the payment of the award fee for the eighth quarter on this contract.

1. Eighth quarter (01 August 2002 to 30 November 2002) award fee for contract N68936-00-D-0022 is **b (4)**
2. A voucher in the amount of **b (4)** may be processed for payment of the eighth quarter award fee. Funding for the award fee is available on ACRN AA.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00014		3. EFFECTIVE DATE 13-Jun-2003	4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX		5. PROJECT NO.(If applicable)	
6. ISSUED BY CDR NAWGWD CODE 210000D ATTN: C. JONES (760) 375-2410 X444 1 ADMIN CIR, BLDG 982 CHINA LAKE CA 93555-6100		CODE N68936	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EER SYSTEMS INC CHUCK FARIS 3750 CENTERVIEW DRIVE CHANTILLY VA 20151				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022		
				X 10B. DATED (SEE ITEM 13) 31-Oct-2002		
CODE 7Z726		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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 ACKNOWLEDGMENT 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.						
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) N68936-00-D-0022 contract clause B-NSTD-02, 'Award Fee Evaluation Procedures (JAN 1992) (NAVSUP)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Herein.						
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) MARTHA E ALDRIDGE / PROCURING CONTRACTING OFFICER			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>M. E. Aldridge</i> (Signature of Contracting Officer)		16C. DATE SIGNED 13-Jun-2003	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this modification is to authorize the payment of the award fee the ninth quarter on this contract.

1. Ninth quarter (01 Dec 2002 to 31 Mar 2003) award fee for contract N68936-00-D-0022 is
2. A voucher in the amount of $b(4)$ may be processed for payment of the ninth quarter award fee. Funding for the award fee is available on ACRN AA.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00015		3. EFFECTIVE DATE 27-Aug-2003	4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX	5. PROJECT NO.(If applicable)	
6. ISSUED BY CDR NAWCWD CODE 210000D ATTN: C. JONES (760) 375-2410 X444 1 ADMIN CIR, BLDG 982 CHINA LAKE CA 93555-8100		CODE N68936	7. ADMINISTERED BY (If other than item 6)		CODE
			See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EER SYSTEMS INC CHUCK FARIS 3750 CENTERVIEW DRIVE CHANTILLY VA 20151				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022	
				X 10B. DATED (SEE ITEM 13) 01-Apr-2000	
CODE 7Z726		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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 ACKNOWLEDGMENT 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.					
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 of the Parties					
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 _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See herein					
<small>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.</small>					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARTHA E ALDRIDGE / PROCURING CONTRACTING OFFICER			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>M. E. Aldridge</i> (Signature of Contracting Officer)		16C. DATE SIGNED 27-Aug-2003	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Changes in Solicitation/Contract/Order Form

The effective date has changed from 31-Oct-2002 to 01-Apr-2000

The issued by organization has changed from

CDR NAWCWD CODE 210000D

ATTN: C. JONES

(760) 375-2410 X444

1 ADMIN CIR, BLDG 982

CHINA LAKE, CA 93555-6100

to

CDR NAWCWD CODE 210000D

ATTN: L. ALDRIDGE

(760) 939-2799

1 ADMIN CIR, BLDG 982

CHINA LAKE, CA 93555-6100

The administered by organization has been added.

CDR NAWCWD CODE 210000D

ATTN: L. ALDRIDGE

(760) 939-2799

1 ADMIN CIR, BLDG 982

CHINA LAKE, CA 93555-6100

Changes in Section B

CLIN 0001

The unit of issue Hours has been added.

The pricing detail quantity has increased from 0.00 by 1,927,000.00 to 1,927,000.00

Changes in Section G

Summary for the Payment Office

The total funded amount of the contract remains unchanged.

Changes in Section H

The following clauses which are incorporated by full text have been added or modified:

5252.216-9534 TASK ORDERS PROCEDURES (SEP 1999)

(a) The following activity(ies) or individual(s) is/are designated as Ordering Officer(s):

Liz Aldridge
Naval Air Warfare Center, Weapons Division
Code 210000D
1 Administration Circle
China Lake, CA 93555-6100

The above activity(ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience or Termination for Default may be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and task order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.
- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.
- (16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. For task orders with an estimated value of greater than \$70,000,000.00, the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and

(2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:

- (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
- (ii) overtime hours by labor category,
- (iii) proposed completion or delivery dates,
- (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
- (v) dollar amount and type of any proposed subcontracts, and
- (vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.

(ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:

(A) notify the Ordering Officer immediately,

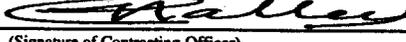
(B) submit a proposal for the work requested in the task order,

(C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation paragraphs (b) and (c) of FAR Clause 52.232-20, Limitation of Cost, or paragraph (c) of FAR Clause 52.232-22, Limitation of Funds are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within [not applicable] working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within [not applicable] working days from the time of the oral communication amending the order.)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
					1	2
2. AMENDMENT/MODIFICATION NO. P00016		3. EFFECTIVE DATE 24-Sep-2003	4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX		5. PROJECT NO.(If applicable)	
6. ISSUED BY CDR NAWCWD CODE 210000D ATTN: L. ALDRIDGE (760) 939-2799 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EER SYSTEMS INC CHUCK FARIS 3750 CENTERVIEW DRIVE CHANTILLY VA 20151				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022		
				X 10B. DATED (SEE ITEM 13) 01-Apr-2000		
CODE 7Z726		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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 ACKNOWLEDGMENT 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.						
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) Mutual agreement of the parties, and contract clause 52.232-20 LIMITATION OF COST						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See page 2.						
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) COLETTE C NALLEY / PROCURING CONTRACTING OFFICER			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 23-Sep-2003	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Changes in Solicitation/Contract/Order Form

The issued by organization has changed from

CDR NA WCWD CODE 210000D

ATTN: Carol Jones

(760) 375-2410 #444

1 ADMIN CIR, BLDG 982

CHINA LAKE, CA 93555-6100

to

CDR NA WCWD CODE 210000D

ATTN: Liz Aldridge

(760) 939-2799

429 E BOWEN RD - STOP 4015

CHINA LAKE, CA 93555-6108

The total cost has increased from \$81,558,321.00 by

b(4) to b(4)

Changes in Section B

CLIN 0001

The total CLIN cost has increased from \$74,299,201.00 by

b(4)

b(4)

The estimated/max cost has increased from \$74,299,201.00 by

b(4)

b(4)

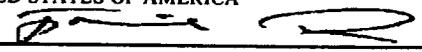
to

Changes in Section G

Summary for the Payment Office

The total funded amount of the contract remains unchanged.

The above changes represent complete and equitable consideration for the Contractor's proposal entitled: "Contract N68936-00-D-0022 Cost Growth Proposal", dated 9-15-03. The Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the aforementioned proposal.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				R	1 5	
2. AMENDMENT/MODIFICATION NO. P00017	3. EFFECTIVE DATE 30-Dec-2003	4. REQUISITION/PURCHASE REQ. NO. N60530-8295-AALX	5. PROJECT NO.(If applicable)			
6. ISSUED BY CDR NAWCWD CODE 210000D ATTN: L. ALDRIDGE (760) 939-2799 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108	CODE N68936	7. ADMINISTERED BY (If other than item 6)		CODE		
		See Item 6				
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) L 3 COMMUNICATIONS CORPORATION CHUCK FARIS GOVERNMENT SERVICES INC. 3750 CENTERVIEW DRIVE CHANTILLY VA 20151				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. N68936-00-D-0022	
				X	10B. DATED (SEE ITEM 13) 01-Apr-2000	
CODE 7Z726	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>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:</p> <p>(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 ACKNOWLEDGMENT 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.</p>						
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.						
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) Bilateral—Clause B-NSTD-02 AWARD FEE EVALUATION PROCEDURES, and mutual agreement of the parties						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Please see page 2.						
<small>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.</small>						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			JAIME T RIOS / PROCURING CONTRACTING OFFICER			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)			BY 		30-Dec-2003	
			(Signature of Contracting Officer)			

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Changes in Solicitation/Contract/Order Form

The purpose of this modification is:

1. To incorporate the Change-of-Name Agreement in the attached modification document, signed by the ACO.
2. To authorize the payment of award fee earned for the 10th award fee evaluation quarter, and to delete unrecoverable award fee from the contract value.
 - a. 10th quarter (1 April 2003 – 31 July 2003) award fee earned is b(4)
 - b. A voucher in the amount of b(4) may be processed for payment of the 10th quarter award fee earned. Funding for the award fee earned is available on ACRN AA.
 - c. The current status of fee earned under the contract is as follows:

	Hours	AF \$s
Total Hrs & Award Fee on Contract	1,927,000	\$7,259,120
Expended Hrs & Resultant Available Fee	{ b(4) }	}
Expended Hrs & Earned Award Fee		
% of total LOE Expended & Avail. Fee Earned		

The total cost has decreased from b(4) by b(4) to b(4)

Changes in Section B

CLIN 0002 AWARD FEE

The total CLIN value has decreased from \$7,259,120.00 by b(4) to b(4)

Changes in Section G

Summary for the Payment Office

The total funded amount of the contract remains unchanged.

Funding for the award fee earned is available on ACRN AA.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE See Block 16	4. REQUISITION/PURCHASE REQ. NO. See Schedule	5. PROJECT NO. (If applicable)			
6. ISSUED BY DCMA Virginia 10500 Battleview Pkwy Suite 200 Manassas, VA 20109-2342	CODE: S2404A	7. ADMINISTERED BY (If other than Item 6)		CODE		

8. NAME AND ADDRESS OF CONTRACTOR (Do not abbreviate street, county, State and ZIP Code) EER Systems, Inc 3750 Centerview Drive Chantilly, VA 20151	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. ET AL
	10B. DATED (SEE ITEM 13)

CODE 7Z726 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 13, 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 ACKNOWLEDGMENT 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)
NO CHANGE IN OBLIGATED AMOUNT

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 THE AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

14. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

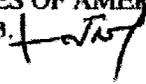
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Pursuant to FAR 42.12 pertaining to execution of a Change of Name Agreement entered into as of July 29, 2003, duly signed and executed. Therefore this modification incorporates the following changes to all contracts under CAGE 7Z726: Contractor's Name & Remit-To Name as follows

FROM:	TO:
EER Systems Inc. 3750 Centerview Drive Chantilly, VA 20151	L-3 Communications Government Services, Inc. 3750 Centerview Drive Chantilly, VA 20151

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)	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15D. UNITED STATES OF AMERICA BY <i>Phyllis A. Snipes</i> (Signature of Contracting Officer)	15E. DATE SIGNED 2003/10/17
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CHANGE-OF-NAME AGREEMENT

L-3 COMMUNICATIONS GOVERNMENT SERVICES, INC. (Contractor), a corporation duly organized and existing under the laws of the Commonwealth of Virginia with its principal office in Chantilly, Virginia and the UNITED STATES OF AMERICA (Government), enter into this Agreement (Agreement) on July 29, 2003. 

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

(1) The Government, represented by various Contracting Officers of the U.S. Government, has entered into certain contracts and purchase orders with EER SYSTEMS, INC., as shown in the attached list marked 'Exhibit A' and incorporated in this Agreement by reference. The term "the Contracts," as used in this Agreement, means the above contracts and purchase orders, and all other contracts and purchase orders, including all modifications, made by the Government and the Contractor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Contractor has any remaining rights, duties, or obligations under these contracts and purchase orders).

(2) EER SYSTEMS, INC., by an amendment to its certificate of incorporation, dated July 29, 2003, has changed its corporate name to L-3 COMMUNICATIONS GOVERNMENT SERVICES, INC.

(3) This amendment accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under the Contracts are unaffected by this change.

(4) Documentary evidence of this change of corporate name has been filed with the Government.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT—

(1) The Contracts covered by this Agreement are amended by substituting the name "L-3 COMMUNICATIONS GOVERNMENT SERVICES, INC." for the name "EER SYSTEMS, INC." wherever it appears in the Contracts; and

(2) Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA,

By: *Phyllis A. Anipis*

Title: *Administrative Contracting Officer*

L-3 COMMUNICATIONS GOVERNMENT SERVICES, INC.

By: *Jai N. Gupta*
Jai N. Gupta

Title: President

CERTIFICATE

I, Christopher C. Cambria, certify that I am the Secretary of L-3 Communications Government Services, Inc.; that Jai N. Gupta, who signed this Agreement for this corporation, was then President of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 14th day of August 2003.

By: 