


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
				R		1 2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 10-Dec-2007	4. REQUISITION/PURCHASE REQ. NO. N0002407NR46281		5. PROJECT NO. (If applicable)		
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND STOP 2040 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2040		CODE N00024	7. ADMINISTERED BY (If other than item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GENERAL DYNAMICS ADV INFO SYSTEMS 12450 FAIR LAKES CIRCLE, SUITE 800 FAIRFAX VA 22033-3865				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-D-5222			
				X 10B. DATED (SEE ITEM 13) 02-Nov-2007			
CODE 34EA9		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.							
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 <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.) Modification Control Number: vnerod081522 Revise the Total Amount of the Contract							
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) DAVID A. NAMEROW / CONTRACT SPECIALIST TEL: (202) 781-3314 EMAIL: dave.namerow@navy.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 10-Dec-2007	
(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

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The purpose of the modification is to change the Amount of the Contract that appears on page 1 of the contract in block 15.G. As such, the following change is made:

Change From:

“15G. TOTAL AMOUNT OF CONTRACT Maximum Estimated Price \$83,081,094.00”

Change To: “15G. Contract Ceiling Amount 

There are no more changes by way of this modification.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **R** PAGE OF PAGES: **1** | **4**

2. AMENDMENT/MODIFICATION NO. F00002	3. EFFECTIVE DATE 07-Apr-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND STOP 2040 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2040	CODE N00024	7. ADMINISTERED BY (If other than item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20108-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GENERAL DYNAMICS ADV INFO SYSTEMS 12450 FAIR LAKES CIRCLE, SUITE 800 FAIRFAX VA 22033-3865	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-D-5222
	X 10B. DATED (SEE ITEM 13) 02-Nov-2007

CODE: **34EA9** 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 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) Change CLIN Structure, Change COR, and add CDRL distribution list.

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.)
 Modification Control Number: **vmcintyr085365**
 (See Attached Pages)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RICHELLE L. SWEENEY / CONTRACT SPECIALIST TEL: 202-781-3963 EMAIL: rchelle.sweeney@navy.mil
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>Michelle L. Sweeney</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11-Apr-2008

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

The purpose of this modification is to provide for a change in the CLIN Structure of the contract that will allow for funding via multiple funding citations. In Section B, CLIN 0001 AA is deleted. CLIN 0015 shall take the place of SUBCLIN 0001AA. In the contract, wherever "0001AA" appears, it shall be considered to read and now refer to CLIN "0015." This modification also changes the COR and adds DFARS Unique Identification Clause.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The contract type CPAF has been deleted.

The CLIN description has changed from CEDS FAU Development and Qualification to DELETED.

The CLIN extended description has changed from (See Notes B & E) to CLIN CHANGED TO CLIN

0015.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DELETED	UNDEFINED	Lot	UNDEFINED	UNDEFINED

CLIN CHANGED TO CLIN 0015

PURCHASE REQUEST NUMBER: N0002408MR46041

ESTIMATED COST

BASE FEE

SUBTOTAL EST COST + BASE

MAX AWARD FEE

TOTAL EST COST + FEE

SUBCLIN 0001AA

The CLIN description has changed from CEDS FAU Development and Qualification to DELETED.

The CLIN extended description has changed from Display Console FAU Development and Qualification (Section B.1.1, Appendix B of the System Requirements Document (SRD) for CEDS) to DELETED.

The estimated/max cost has decreased by [redacted] from [redacted] to [redacted]

The award fee has decreased by [redacted] from [redacted] to [redacted]

The total cost of this line item has decreased by [REDACTED] from [REDACTED] to [REDACTED]

CLIN 0015 is added as follows:

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015	CEDS FAU Development and Qualification CPAF Display Console FAU Development and Qualification (Section B.1.1, Appendix B of the System Requirements Document (SRD) for CEDS) (See Notes B & E) FOB: Destination	UNDEFINED	Lot	UNDEFINED	UNDEFINED

ESTIMATED COST
MAX AWARD FEE
TOTAL EST COST + FEE

[REDACTED]

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0015:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been added by full text:

**PURCHASING OFFICE
REPRESENTATIVE:**

COMMANDER,
NAVAL SEA SYSTEMS COMMAND
ATTN: Mercedes McIntyre, SEA 02522
1333 Isaac Hull Avenue S.E.
Washington, DC 20376-2050
Telephone: (202) 781-1843
Fax: (202) 781-4648
Email: Mercedes.Mcintyre@navy.mil

**CONTRACTING OFFICER'S
REPRESENTATIVE (COR):**

COMMANDER,
NAVAL SEA SYSTEMS COMMAND
ATTN: Anita Coleman,
PEO IWS 6 ENG 8
1333 Isaac Hull Avenue S.E.
Washington, DC 20376-4401

Telephone: (202) 781-4309
Fax: (202) 781-4572
Email: anita.coleman@navy.mil

**ALTERNATE CONTRACTING OFFICER'S
REPRESENTATIVE (COR):**

COMMANDER
NAVAL SEA SYSTEMS COMMAND
ATTN: Percy Tolbert
PEO IWS 6 ENG 3
1333 Isaac Hull Avenue S.E.
Washington, DC 20376-4401
Telephone: (202) 781-0906
Fax: (202) 781-4572
Email: percy.tolbert@navy.mil

The Contractor shall forward a copy of all invoices to the COR.

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

252.211-7007 Item Unique Identification of Government Property SEP 2007

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)	
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND STOP 2040 1331 SAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2040		CODE N00024	7. ADMINISTERED BY (if other than item 6) DCMA VFCRPA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20108-2042		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GENERAL DYNAMICS ADV INFO SYSTEMS 12450 FAIR LAKES CIRCLE, SUITE 800 FAIRFAX VA 22033-3665				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-D-5222		
				X 10B. DATED (SEE ITEM 13) 02-Nov-2007		
CODE 34EA9		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 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. In the event of this amendment you desire to change an offer already submitted, such change may be made by telegraphic letter, provided each telegraphic 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 CONTRACT 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.						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input 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.) Modification Control Number: vpeterso087614 This modification extends the period of performance of CLIN 0015.						
1. Under Section F, CLIN 0015 is extended from "12 months after execution of Item 00015" to read now "17 months after execution of Item 0015" instead.						
2. All other terms and conditions of the contract remain hereby unchanged.						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereinafter changed, remain unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Nancy C. Myers</i> <i>Head Specialist Contracts</i>				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <i>Richelle Sweeney</i> EMAIL		
15B. CONTRACTOR/OFFEROR <i>Nancy C. Myers</i> (Signature of person authorized to sign)		15C. DATE SIGNED <i>16 June 2008</i>		16B. UNITED STATES OF AMERICA BY <i>Richelle Sweeney</i> (Signature of Contracting Officer)		16C. DATE SIGNED <i>2 July 2008</i>

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

Item 0015 - CEDS equipment shall be developed, built, tested and qualified IAW the required delivery date (RDD) and be delivered free of expense to the Government, IAW instructions specified in the clause hereof entitled "F.O.B. ORIGIN" (FAR 52.247-29) at or near the Contractor's plant, for shipment at Government expense (normally on Government bills of lading) IAW the Shipping Instruction Data, NAVSEA 4336/1. All Item 0015 deliverables associated with the CEDS Development and Qualification and the associated PRR, as specified in the CEDS SOW, shall be developed, qualified, and delivered to the Government within [REDACTED]. In order to support platform integration and/or certification testing, the Government may direct the Contractor to deliver two (2) CEDS Display Console FAUs, developed under Item 0015AA, prior to completion of qualification testing; the Contractor shall incorporate required system changes identified during qualification testing into these FAUs at the platform integration/certification site(s). If desired, the Contractor may request retention of FAUs for use as an engineering unit/sample unit after the Government is finished with any inspection, testing or integration. If retention is approved, the Contractor shall maintain the unit in operational condition while in the Contractor's possession at no expense to the Government. When requested by the Government, and in no case later than the end of the contract, FAUs retained by the Contractor shall be delivered IAW the above instructions

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	1. CONTRACT ID CODE R	PAGE OF PAGES 1 10
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND STOP 2040 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2040		CODE ND0024	7. ADMINISTERED BY (If other than item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2042		5. PROJECT NO. (If applicable) S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GENERAL DYNAMICS ADV INFO SYSTEMS 12450 FAR LAKES CIRCLE, SUITE 800 FAIRFAX VA 22033-3865		9A. AMENDMENT OF SOLICITATION NO.
CODE 34EA9		9B. DATED (SEE ITEM 11)
FACILITY CODE		X 10A. MOD. OF CONTRACT/ORDER NO. ND0024-07-D-5222
		X 10B. DATED (SEE ITEM 13) 02-Nov-2007

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 teleprinter letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

X	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. - the Changes Clause, FAR 52.243-2
	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 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: **vpeterso09268**
 Pursuant to the Changes Clause, FAR 52.243-2, this modification incorporates [REDACTED] into the CDS System Requirements Document (SRD) as an undelinked contract action (UCA) under CLIN 0015, whose price is thereby increased by a total not-to-exceed amount of [REDACTED]

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Nancy C. Myers, Lead Specialist Contracts</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <i>Richelle L. Sweeney, Contracting Officer</i>	
15B. CONTRACTOR/OFFEROR <i>Nancy C. Myers</i> (Signature of person authorized to sign)		15C. DATE SIGNED <i>21 Oct 08</i>	16B. UNITED STATES OF AMERICA BY <i>Richelle L. Sweeney</i> (Signature of Contracting Officer)
			16C. DATE SIGNED <i>22 OCT 2008</i>

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED]

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0015

An undefinitized action has occurred in this modification

The estimated/max cost has increased by [REDACTED] from [REDACTED] to [REDACTED]

The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED]

The following have been added by full text:

LETTER CONTRACT (COST) (NAVSEA) (MAY 1993)

This contract is a Letter Contract as defined in FAR 16.603-1. It is agreed that the definitive contract resulting from this Letter Contract will include a negotiated award fee pool in no event to exceed [REDACTED] and the total amount (including fee) shall not exceed [REDACTED]

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

Item 0001 - CEDS equipment shall be developed, built, tested and qualified IAW the required delivery date (RDD) and be delivered free of expense to the Government, IAW instructions specified in the clause hereof entitled "F.O.B. ORIGIN" (FAR 52.247-29) at or near the Contractor's plant, _____, for shipment at Government expense (normally on Government bills of lading) IAW the Shipping Instruction Data, NAVSEA 4336/1. All Item 0001 deliverables associated with the CEDS Development and Qualification and the associated PRR, as specified in the CEDS SOW, shall be developed, qualified, and delivered to the Government within 12 months after execution of Item 0001. In order to support platform integration and/or certification testing, the Government may direct the Contractor to deliver two (2) CEDS Display Console FAUs, developed under Item 0001AA, prior to completion of qualification testing; the Contractor shall incorporate required system changes identified during qualification testing into these FAUs at the platform integration/certification site(s). If desired, the Contractor may request retention of FAUs for use as an engineering unit/sample unit after the Government is finished with any inspection, testing or integration. If retention is approved, the Contractor shall maintain the unit in operational condition while in the Contractor's possession at no expense to the Government. When requested by the Government, and in no case later than the end of the contract, FAUs retained by the Contractor shall be delivered IAW the above instructions.

Items 0002, 0007, 0010, 0012 and 0014 - All data to be furnished under this contract shall be delivered prepaid to destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

ELECTRONIC TRANSFER OF INFORMATION

The Contractor shall ensure that the information submitted to the Government specified website is reliable, complete, and accurate.

The Cognizant Technical Program Office has the following resident software package(s) indicated below:

Application	Version
Microsoft Office	2000

The Contractor shall be compatible with the above software package(s) or be capable of translating files into a Navy Marine Corps Intranet (NMCI) compatible format. The Contractor shall remain compatible with updated versions of the above applications as directed by PEO IWS6.0. Any exceptions to this requirement will be identified on the specific CDRL DD Form 1423.

The COR may request delivery of hard copies of selected information. The Contractor shall provide all requested hard copies within five (5) working days after receipt of request.

FMS items, if any, shall be shipped on a separate bill of lading and Interstate Commerce Act Section 10721 rates do not apply.

Items 0003 and 0004 - All supplies hereunder shall be delivered free of expense to the Government IAW the required delivery date (RDD). The Contractor is not required to accept orders with an RDD less than six (6) months ARO. Deliveries prior to the RDD must be authorized by the Contracting Officer or a duly authorized representative. Deliveries shall be IAW instructions specified in the clause hereof entitled "F.O.B. ORIGIN" (FAR 52.247-29) at or near the Contractor's plant, _____, for shipment at Government expense (normally on Government bills of lading) IAW the Shipping Instruction Data, NAVSEA 4336/1, provided for each delivery order.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

If shipping instructions have not been provided within 60 days prior to first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to the Contracting Officer, with copies to Program Executive Office, Integrated Warfare Systems PEO IWS6.0 and the cognizant Contract Administration Office.

FMS items, if any, shall be shipped on a separate bill of lading and Interstate Commerce Act Section 10721 rates do not apply.

Item 0005 - All supplies hereunder shall be delivered free of expense to the Government IAW the required delivery date (RDD). The Contractor is not required to accept orders with an RDD less than six (6) months ARO. Deliveries prior to the RDD must be authorized by the Contracting Officer or a duly authorized representative. Deliveries shall be IAW instructions specified in the clause hereof entitled "F.O.B. ORIGIN" (FAR 52.247-29) at or near the Contractor's plant, _____, for shipment at Government expense (normally on Government bills of lading) IAW the Shipping Instruction Data, NAVSEA 4336/1, provided for each delivery order.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

If shipping instructions have not been provided within sixty (60) days prior to first scheduled delivery date, the Contractor shall submit a written request for shipping instructions to the Contracting Officer, with copies to PEO IWS6.0 and the cognizant Contract Administration Office.

Item 0006 -

- (a) The items to be furnished hereunder shall be delivered by the Contractor within the time set forth in Appendix A (or as otherwise specified in applicable modifications or supplements thereto).
- (b) Delivery of the Quantity (QTY) ordered will be accomplished by requisitions electronically provided to the Contractor and the requisitions will cite destination information.
- (c) After Contractor receipt of the requisition, it must provide status on all requisitions to NAVICP within 24 hours for CASREPS and within one (1) business day for non-CASREP actions. The prescribed periods for the actual processing of requisitions begin with the Contractor receipt of the requisition and ends when the part is available for delivery to the requisitioner. See Paragraph 2.17.1 of Appendix A, Requisition Response Times, for detailed explanations of the performance categories. Compliance with these processing times constitutes a positive 'fill'.
- (d) A 'W' or 'G' in the 11th position and a Project Code of 702, 711, 725, 729, 740, 747, 752, 765 or 792 cited in position 57 - 59 of the requisition identifies CASREP requests. IPG1 requisitions have priority 01 - 03 cited in position 60-61 of the requisition. All CASREPS requisitions shall be processed Monday through Sunday.
- (e) All non-CASREP requisitions will be processed Monday through Friday.
- (f) Lost workdays resulting from excusable delays as defined under FAR 52.249-8 will not be counted in the performance metrics for this contract.

Items 0008 and 0009 - Program Services and Technical and Engineering Services shall be performed as specified on each delivery order.

CEDS equipment shall be developed, built, tested and qualified IAW the required delivery date (RDD) and be delivered free of expense to the Government, IAW instructions specified in the clause hereof entitled "F.O.B. ORIGIN" (FAR 52.247-29) at or near the Contractor's plant, _____, for shipment at Government expense (normally on Government bills of lading) IAW the Shipping Instruction Data, NAVSEA 4336/1. If desired, the Contractor may request retention of FAUs developed under these Items for use as an engineering unit/sample unit after the Government is finished with any inspection, testing or integration. If retention is approved, the Contractor shall maintain the unit in operational condition while in the Contractor's possession at no expense to the Government. When requested by the Government, and no later than the end of the contract, FAUs shall be delivered IAW the above instructions.

Item 0011 - Training shall be completed as specified in associated Delivery Orders.

Item 0015 - CEDS equipment shall be developed, built, tested and qualified IAW the required delivery date (RDD) and be delivered free of expense to the Government, IAW instructions specified in the clause hereof entitled "F.O.B. ORIGIN" (FAR 52.247-29) at or near the Contractor's plant, for shipment at Government expense (normally on Government bills of lading) IAW the Shipping Instruction Data, NAVSEA 4336/1. All Item 0015 deliverables associated with the CEDS Development and Qualification and the associated PRR, as specified in the CEDS SOW, shall be developed, qualified, and delivered to the Government within [REDACTED] In order to support platform integration and/or certification testing, the Government may direct the Contractor to deliver two (2) CEDS Display Console FAUs, developed under Item 0015AA, prior to completion of qualification testing; the Contractor shall incorporate required system changes identified during qualification testing into these FAUs at the platform integration/certification site(s). If desired, the Contractor may request retention of FAUs for use as an engineering unit/sample unit after the Government is finished with any inspection, testing or integration. If retention is approved, the Contractor shall maintain the unit in operational condition while in the Contractor's possession at no expense to the Government. When requested by the Government, and in no case later than the end of the contract, FAUs retained by the Contractor shall be delivered IAW the above instructions.

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than the date instructed by the PCO. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of clause)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [REDACTED] dollars for the changed effort.

(b) The maximum amount for which the Government shall be liable if this contract were terminated is [REDACTED] dollars for the changed effort.

(End of clause)

52.216-25 CONTRACT DEFINITIZATION (OCT 1997)

(a) A CPAF definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor submitted a proposal for Common Display System Enhancements on August 11, 2008.

(b) The schedule for definitizing this contract is as follows:

Proposal Received:	August 11, 2008
Award of UCA	October 15, 2008
DCAA Rate Checks Received:	November 26, 2008
Technical Evaluation Received:	November 26, 2008
Pre-Negotiation Clearance Approved:	January 9, 2009
Negotiations Commence:	January 12, 2009
Negotiations Complete:	February 6, 2009
Post-Negotiation Clearance Approved:	March 13, 2009
Definitive Modification Executed:	March 27, 2009

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph

(b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided with completion of the contract, subject only to the Limitation of Government Liability clause.

- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--
- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
 - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
 - (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

52.216-26 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (DEC 2002)

(a) Reimbursement rate. Pending the placing of the definitive contract referred to in this letter contract, the Government will promptly reimburse the Contractor for all allowable costs under this contract at the following rates:

(1) One hundred percent of approved costs representing financing payments to subcontractors under fixed-price subcontracts, provided that the Government's payments to the Contractor will not exceed 80 percent of the allowable costs of those subcontractors.

(2) One hundred percent of approved costs representing cost-reimbursement subcontracts; provided, that the Government's payments to the Contractor shall not exceed 85 percent of the allowable costs of those subcontractors.

(3) Eighty-five percent of all other approved costs.

(b) Limitation of reimbursement. To determine the amounts payable to the Contractor under this letter contract, the Contracting Officer shall determine allowable costs in accordance with the applicable cost principles in Part 31 of the Federal Acquisition Regulation (FAR). The total reimbursement made under this paragraph shall not exceed 85 percent of the maximum amount of the Government's liability, as stated in this contract.

(c) Invoicing. Payments shall be made promptly to the Contractor when requested as work progresses, but (except for small business concerns) not more often than every 2 weeks, in amounts approved by the Contracting Officer. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost incurred by the Contractor in the performance of this contract.

(d) Allowable costs. For the purpose of determining allowable costs, the term "costs" includes--

(1) Those recorded costs that result, at the time of the request for reimbursement, from payment by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(2) When the Contractor is not delinquent in payment of costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(i) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(ii) Materials issued from the Contractor's stores inventory and placed in the production process for use on the contract;

(iii) Direct labor;

(iv) Direct travel;

(v) Other direct in-house costs; and

(vi) Properly allocable and allowable indirect costs as shown on the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(3) The amount of financing payments that the Contractor has paid by cash, check, or other forms of payment to subcontractors.

(e) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(f) Audit. At any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be (1) reduced by any amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for overpayments or underpayments made on preceding invoices or vouchers.

The following [REDACTED] are made in the System Requirements Document (SRD) for the Common Enterprise Display System (CEDS), Attachment J-2 to the contract (changes are in bold typeface):

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



(End of Summary of Changes)

Microsoft Word document content, including text, images, and tables, is displayed in a vertical column on the right side of the page.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			R	1	2
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 10-Mar-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND STOP 2040 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2040	CODE N00024	7. ADMINISTERED BY (If other than item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) GENERAL DYNAMICS ADVANCED INFORMATION SY 12450 FAIR LAKES CIRCLE SUITE 800 FAIRFAX VA 22033-3865			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. N00024-07-D-5222		
			X 10B. DATED (SEE ITEM 13) 02-Nov-2007		
CODE 34EA9	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) Exercise of Option (FAR 52.217-7)					
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.) Modification Control Number: vrmvahed095144 Purpose of the MOD is to exercise Line Item Numbers 0003, 0003AA, 0003AB, 0003AC, and 0007. PR Number: N00024-09-MR-22555					
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) RICHELLE L. SWEENEY / CONTRACT SPECIALIST TEL: 202-781-3963 EMAIL: richelle.sweeney@navy.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Richelle L. Sweeney</i> (Signature of Contracting Officer)		16C. DATE SIGNED 10-Mar-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED]
The order period end date [REDACTED] has been added.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003

The option status has changed from Option to Option Exercised.

SUBCLIN 0003AA

The option status has changed from Option to Option Exercised.

SUBCLIN 0003AB

The option status has changed from Option to Option Exercised.

SUBCLIN 0003AC

The option status has changed from Option to Option Exercised.

CLIN 0007

The option status has changed from Option to Option Exercised.

(End of Summary of Changes)