AMENDMENT OF SOLICIT	CATION/MODII	FICATION OF CONTRACT	,	I. CONTRACT	ID CODE	PAGE OF	F PAGES
2. AMENDMENT/MODIFICATION NO.				R		1 1	2
P00001	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	O.(Ifapplication)	able)
	10-Dec-2007	N0002407NR46281					
1	N00024	7. ADMINISTERED BY (Ifother than item6) DCMA VIRGINIA		CO	DE S2404	A	
NAVAL SEA SYSTEMS COMMAND STOP 2040 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2040		10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342					
8. NAME AND ADDRESS OF CONTRACTOR GENERAL DYNAMICS ADVINFO SYSTEMS 12450 FAIR LAKES CIRCLE, SUITE 800	(No., Street, County,	I State and Zip Code)	9	A. AMENDM	ENT OF SOL	ICITATIO	ON NO.
FAIRFAX VA 22033-3865			\perp	B. DATED (S		<u> </u>	
				0A. MOD. OF 100024-07-D-5			NO.
CODE 34EA9	FACILITY COL		X (0B. DATED ()2-Nov-2007	SEETTEM I	3)	
The share much and a U.S. at 1	THIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLIC	CITA	TIONS			
The above numbered solicitation is amended as set for Offer must acknowledge receipt of this amendment pri				extended,	is not extend	ed.	
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a r RECEIVED ATTHE PLACE DESIGNATED FOR TI REJECTION OF YOUR OFFER. If by virtue of this as provided each telegram or letter makes reference to the 12. ACCOUNTING AND APPROPRIATION D.	copies of the amendmen eference to the solicitation a HE RECEIP TOF OFFERS I mendment you desire to chau solicitation and this amend	it; (b) By acknowledging receipt of this amendment of amendment numbers. FAILURE OF YOUR APRIOR TO THE HOUR AND DATE SPECIFIED	nt on e CKN(MAY	ach copy of the off OWLEDGMENT T RESULT IN	го ве		
	ATA (II required)						
13. THIS IT	EM APPLIES ONLY T	O MODIFICATIONS OF CONTRACTS T/ORDER NO. AS DESCRIBED IN ITE	/ORD	ERS.			
A. THIS CHANGE ORDER IS ISSUED PURSI CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify at	thority) THE CHANGES SET FORTH	M 14 IN IT	EM 14 ARE M	ADE IN THE	<u> </u>	
B. THE ABOVE NUMBERED CONTRACT/C	ORDER IS MODIFIED	TO REFLECT THE ADMINISTRATIV	E CH	ANGES (such a	s changes in r	aving	
office, appropriation date, etc.) SET FORT C. THIS SUPPLEMENTAL AGREEMENT IS	IT IN IT EW 14, PURS	UANT TO THE AUTHORITY OF FAR	43.1	03(B).		———	
D. OTHER (Specify type of modification and	authority)						
E. IMPORTANT: Contractor X is not,	is required to sign	Abia da					
			_	s to the issuing			
 DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number: vnemerod0 		y OCF section headings, including solicit	ation	contract subject	t matter		l
Revise the Total Amount of the Contract	0.022						
except as provided herein, all terms and conditions of the doc	cument referenced in Item 9 A	OT LOA as heretofore changed remains unchange		- 611 6 1 0			
5A. NAME AND TITLE OF SIGNER (Type or p	print)	16A. NAME AND TITLE OF CONDAVID A NAMEROW/CONTRACT SPECIALS	ΓRAC	TING OFFICE	R (Type or p	rint)	
		TEL: (202) 781-3314		AIL: dave.nemerow	@navy.mil		
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERIC				ATE SIGN	√ED
(Signature of person authorized to sign)		(Signature of Contracting Offic			10-De	ec-2007	
VCEDTION TO CE 20		(Granature of Contracting Offic	ei)		ı		

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

Contract: N00024-07-D-5222

Modification: P00001

Page 2 of 2

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.

AMENDMENT OF SOLIC	ITATION/MODII	FICATION OF CONTRACT	I. CONTRACT ID	CODE PA	GE OF PAGES
			R	,	1 4
2. AMENDMENT/MODIFICATION NO. P00002	3 EFFECTIVE DATE	4. REQUISTION/PURCHASE REQ. NO.	.5	PROJECT NO.(II	applicable)
	07-Apr-2008	SEE SCHEDULE			
6 ISSUED BY CODE	N00024	7. ADMINISTERED BY (If other than item 6)	CODE	S2404A	
NAVAL SEA SYSTEMS COMMAND STOP 2040 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2040		DCMA VIRGINIA 10500 BATTLEVIEWPARKWAY, SUITE 200 MANASSAS VA 20109-2342			
NAME AND ADDRESS OF CONTRACT (GENERAL DYNAMICS ADV INFO SYSTEMS 1260 FAIR LAKES CIRCLE, SUITE 800 FAIRFAX VA 22033-3865	OR (No., Street, County,	State and Zip Code)	9A. AMENDMEN 9B. DATED (SEE		ATION NO.
			X 10A. MOD. OF CO	ONTRACT/ORI	DER NO.
		ļ.	10B. DATED (SE		
CODE 34EA9	FACILITY COL	DE	X 02-Nov-2007	131112/01/13)	
<u> </u>	1. THIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLIC	ITATIONS		
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 speci	fied in the solicitation or as amended by one of the	Enflowing methods:		8 0
(-) 3 Arrent Property of the 1.7, then icitallists	CODICS Of the amendays	(b) By acknowledging market Fet (ibmitted,	a de
or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR	こうりょう かいしんいいしょ しょうしょうきゅんきょ	WICH II I THE GOID AND DATE CONCORRED			
Canadia of took Office, it by virtue of the	s amendment von derice to char	on on affine almost on the first to the			
	THE STATE OF THE PROPERTY.	ment, and is received prior to the opening hour and	date specified.		
2. ACCOUNTING AND APPROPRIATION	DATA (If required)			-	
13. THIST	TEM APPLIES ONLY TO	O MODIFICATIONS OF CONTRACTS/	ORDERS.		
A THIS CHANCE OPDED IS 100 TO DUTO	THE CONTRAC	T/ORDER NO. AS DESCRIBED IN ITEM	114.		
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10A			.15		
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOR	ORDER IS MODIFIED T	O REFLECT THE ADMINISTRATIVE	CHANGES (such as ch	anges in paying	
C. THIS SUPPLEMENTAL AGREEMENT	IS ENTERED INTO PUR	RSUANT TO AUTHORITY OF:	13.103(B).	<u> </u>	
D. OTHER (Specify type of modification an Change CLIN Structure, Change COR, and	d authority)				
IMPORTANT: Contractor X is not,				· · · · · · · · · · · · · · · · · · ·	
4. DESCRIPTION OF AMENDMENT/MODII where feasible.)		this document and return co	opies to the issuing offi	ce.	
where feasible.)	one of the contract of	y OCF section neadings, including solicital	tion/contract subject m	atter	1
Modification Control Number: vmcintyr0 See Attached Pages)	85365				W 65
oce / madried rages)					
- 8					
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					4
					AAA alabah Sau
ept as provided herein, all terms and conditions of the di	ocument referenced in Item 9 A	Y IOA as hereinfres showend			Ì
A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CONTI RICHELLEL SMEENEY/CONTRACT SPECIALIS	RACTING OFFICER C	Type or print)	i i i i i i i i i i i i i i i i i i i
		TEL: 202-781-3963		SET	1
B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	EMAIL: richelle.sweeney@n		
		Perne no me	, 	16C. DATE	JGNED
(Signature of person authorized to sign)				11-Apr-200	18
CEPTION TO SF 30	<u> </u>	(Signature of Contracting Officer)	1 200	-

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 funidng via mullitiple funding citiations. 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 0001

SUPPLIES/SERVICES

QUANTITY UNDEFINED UNIT Lot

UNIT PRICE UNDEFINED

AMOUNT UNDEFINED

DELETED

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.I, Appendix B of the System Requirements Document (SRD) for CEDS) to DELETED.

The estimated/max cost has decreased by from to The award fee has decreased by from

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

CLIN 0015 is added as follows:

ITEM NO

SUPPLIES/SERVICES

UNIT

UNIT PRICE

MAX AMOUNT

0015

MAX QUANTITY UNDEFINED

Lot

UNDEFINED

UNDEFINED

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

ESTIMATED COST

MAX AWARD FEE

TOTAL EST COST + FEE

SECTION E - INSPECTION AND ACCEPTANCE

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

INSPECT AT

N/A

INSPECT BY

N/A

ACCEPT AT

N/A

ACCEPT BY 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 CONTRACING 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: pcrcy.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

2. AMENORISTMODING TON NO 2. ESPECINE 6 DATE 2. ESPECINE 6 DATE 2. ESPECINE 6 DATE 2. ESPECINE 6 DATE 2. SPECIAL TON OF CONTRACT TON OF CONTRACT 3. SISTED IN 3. SISTED 3. SIS	AMENDMENT OF SOLIC	ITATION/MODI	FICATION OF CONTRAC	r	1.CONTRAC	TID CODE	PAGE OF PAGE
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DATE SAFAGO	GENERAL DYNAMICS ADVINFO SYSTEMS 12450 FAH LAKES CIRCLE, SUITE 800	OR (No., Street, County,	State and Zip Code)	-			
CODE 34EA9 FACILITY CODE 108. DATED SEE ITEM 13) THE slave is not received voluntation in amounted as set to this is teat it. THIS ITEM ONLY APPLIES TO AMENDMENTNOF SOLICITATIONS THE slave is not received voluntation in amounted as set to this is teat it. The boar and does specified on its excitations or a subsole in the victime of the slave in amounted on the property of the amounted in the Received on the solicitation and amounted on received on the solicitation and amounted on the solicitation and amounted in the Received on the solicitation and the soli	FARIFAX VA 22003-386S						
Instituting Committee Institution Inst				L VO	0024-07-D-	5222	
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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 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

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SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM



SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0015



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 and the total amount (including fee) shall not exceed

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
Microsoft Office

Version 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.

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

(End of clause)

52.216-25 CONTRACT DEFINITIZATION (OCT 1997)

- (a) A <u>CPAF</u> 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 <u>Common Display System Enhancements on August 11, 2008</u>.
- (b) The schedule for definitizing this contract is as follows:

Proposal Received:
Award of UCA

DCAA Rate Checks Received:
Technical Evaluation Received:
Pre-Negotiation Clearance Approved:
Negotiations Commence:
Negotiations Complete:

August 11, 2008

October 15, 2008

November 26, 2008

November 26, 2008

January 9, 2009

January 12, 2009

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.

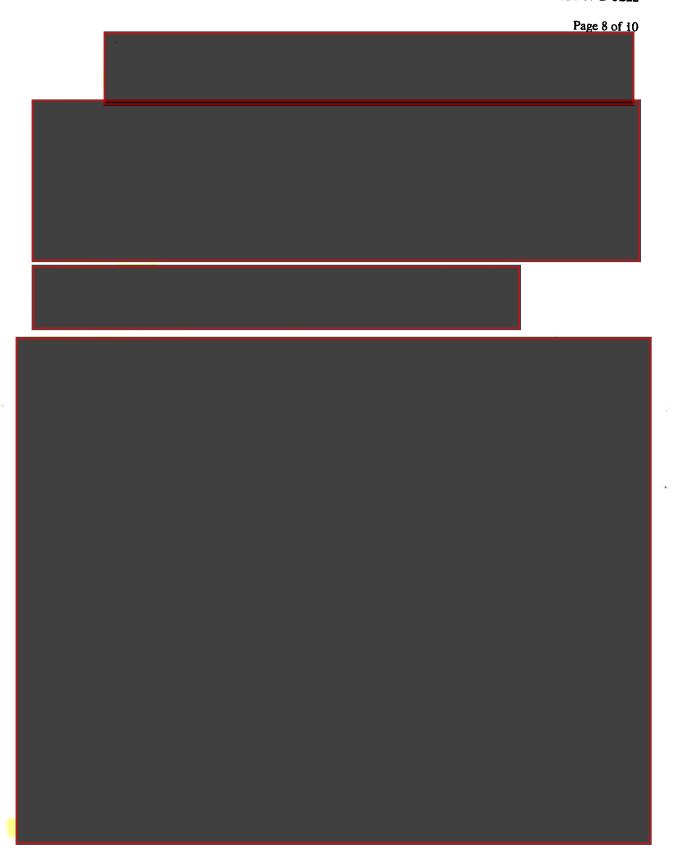
- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (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.

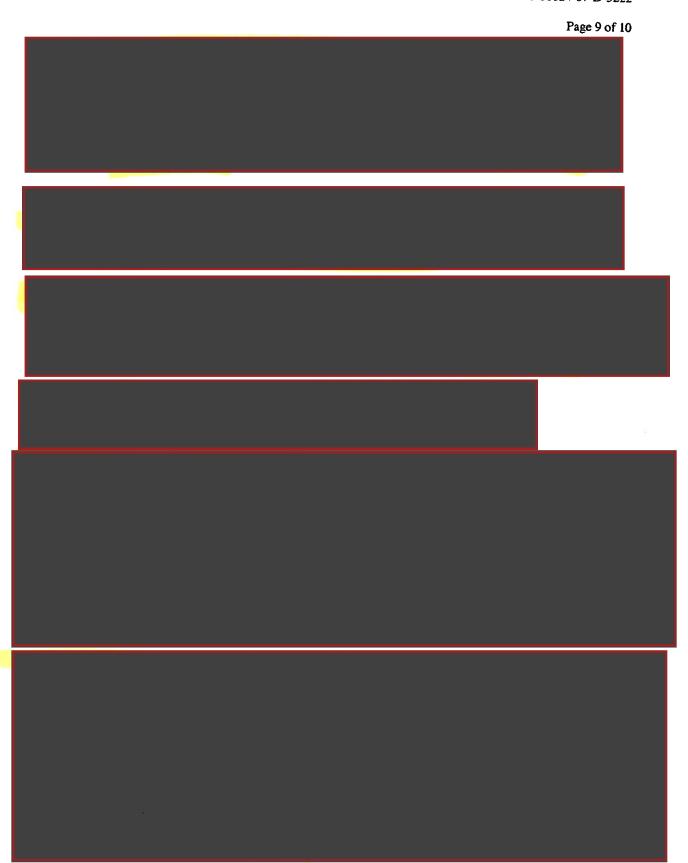
(End of clause)

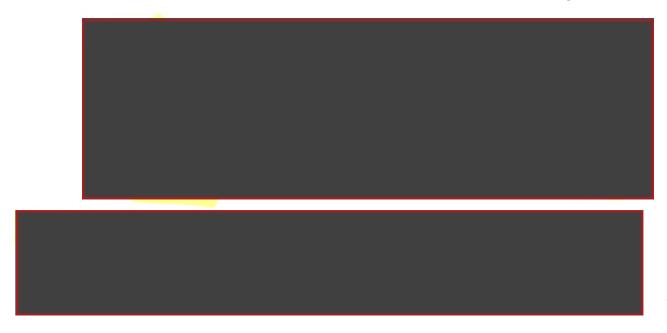
52.216-26 PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION (DEC 2002)

- (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 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):







AMENDMENT OF SOLICIT	'ATION/MODIE	TCATION OF CONTRACT	I. CONTRACT ID CO	DE PAGE OF PAGES
	,		R	1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PR	ROJECT NO.(Ifapplicable)
P00005	10-Mar-2009	SEE SCHEDULE		
6. ISSUED BY CODE NAVAL SEA SYSTEMS COMMAND STOP 2040 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2040	N00024	7. ADMINISTERED BY (Ifother than item6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342	CODE	S2404A
8. NAME AND ADDRESS OF CONTRACTOR GENERAL DYNAMICS ADVANCED INFORMATION SY 12450 FAIR LAKES CIRCLE SUITE 800 FAIRFAX VA 22033-3865	(No., Street, County, S		9A. AMENDMENT (9B. DATED (SEE IT: X 10A. MOD. OF CONT N00024-07-D-5222	
		ŀ	10B. DATED (SEE I'	
CODE 34EA9	FACILITY COD		X 02-Nov-2007	. 2 10)
11. The above numbered solicitation is amended as set fort		PPLIES TO AMENDMENTS OF SOLIC	IT ATIONS	
Offer must acknowledge receipt of this amendment pric (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED ATTHE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this am provided each telegramor letter makes reference to the:	copies of the amendment Eference to the solicitation a IE RECEIPT OF OFFERS P mendment you desire to chan solicitation and this amendi	t; (b) By acknowledging receipt of this amendmen and amendment numbers. FAILURE OF YOUR AC PRIOR TO THE HOUR AND DATE SPECIFIED	t on each copy of the offer subm CKNOWLEDGMENTTO BE MAY RESULT IN	itted;
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)		· · · · · · · · · · · · · · · · · · ·	
13. THIS ITE IT MODI	M APPLIES ONLY TO	O MODIFICATIONS OF CONTRACTS/ T/ORDER NO. AS DESCRIBED IN ITEI	ORDERS.	
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify au	thority) THE CHANGES SET FORTH I	N ITEM 14 ARE MADE 1	
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT	11 111 11 LW 14, FURS	DANT TO THE AUTHORITY OF FAR	CHANGES (such as chan 43.103(B).	ges in paying
C. THIS SUPPLEMENT AL AGREEMENT IS D. OTHER (Specify type of modification and a		RSUANT TO AUTHORITY OF:		
Exercise of Option (FAR 52.217-7)				
E. IMPORTANT: Contractor X is not,			opies to the issuing office.	
4. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) Modification Control Number: vmovahed0: Purpose of the MOD is to exercise Line Item Nu PR Number: N00024-09-MR-22555	95144		ition/contract subject mat	ter
xcept as provided herein, all terms and conditions of the doc 5A. NAME AND TITLE OF SIGNER (Type or p	ument referenced in Item9A rint)	or 10A, as heretofore changed, remains unchanged 16A. NAME AND TITLE OF CONT RICHELLE L SWEENEY/CONTRACT SPECIALI TEL: 202-781-3963	RACTING OFFICER (Ty	
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERIC	EMAIL: richelle.sweeney@navy	16C. DATE SIGNED
(Signature of person authorized to sign)		BY Richelle X.		10-Mar-2009
YCERTION TO SE 20		(Signature of Contracting Office	r)	i

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by from the order period end date that 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.