

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE R	PAGE OF PAGES 1   7
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 20-May-2004	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)
6. ISSUED BY SCFSA, BLUEGRASS STATION P.O. BOX 14063 LEXINGTON KY 40512-4063	CODE H92222	7. ADMINISTERED BY (If other than item 6) SOFSA, BLUEGRASS STATION P.O. BOX 14063 LEXINGTON KY 40512-4063		CODE H92222
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) L3 COMMUNICATIONS INTEGRATED SYSTEMS JOINT OPERATIONS GROUP 5748 BRIAR HILL ROAD LEXINGTON KY 40516-9721			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. USZA22-03-C-0058	
			X 10B. DATED (SEE ITEM 13) 23-Sep-2003	
CODE 3DYM9			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.				
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 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 CONTINUATION 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) CONTRACT NEGOTIATOR	
			TEL: [REDACTED]	EMAIL: [REDACTED]
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)		16C. DATE SIGNED 18-Jun-2004

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

USZA22-03-C-0058 P00010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - CONTRACT FORM

Block 8. CODE.

The following CAGE CODES for L3 Communications Integrated Systems are applicable to the contract:  
3DYM9 and 7S976

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

2.1 should read: General: The documents listed in paragraph 2.2 pertain to all work performed under the contract. SOFSA customers may identify additional references and/or compliance documents required for TO completion. The contractor shall identify additional reference materials as deemed appropriate in their TO proposals. Unless otherwise directed in this PWS or in individual TOs, the contractor shall use appropriate commercial standards, specifications, and documentation to the maximum extent possible.

Change items h. and i. in 2.2 to read: \_\_\_\_\_

h. \_\_\_\_\_

3.2.5 should read: \_\_\_\_\_

3.4.3 should read: Government Furnished Property (GFP), Equipment (GFE), and Materials (GFM): The contractor shall establish, document, and maintain a Property Control System (PCS) approved by the Government. As part of the PCS, the contractor shall establish a database management system to control, protect, and preserve all GFP and all contractor-furnished property (CFP) used in performance of this PWS. The PCS shall be based on a computer system, interface with the contractor's standard architecture and protocols, use commercially available software, track assets using bar codes and provide near real-time reports and data displays. Using the PCS, the contractor shall perform random quarterly audits of 25% of the GFP/CFP inventory and provide the results to the Government. (CDRL A012) The report shall describe discrepancies and document their causes. The contractor shall submit annual DD Form 1662 Reports. (CDRL A007)

3.5.4 should read: Contractor's QAP: The contractor's QAP shall ensure that its service and/or product conforms to specified requirements prior to presentation to the Government. The contractor responsibility extends to services and/or products purchased from or provided by sub-contractors and vendors. The contractor shall prepare a quality system plan manual covering the requirements of ISO 9001-2000 for the operation of the SOFSA and the performance of logistics support operations. (CDRL A024) The manual shall include quality system procedures and shall outline the structure of the documentation used in the quality system. The manual shall identify those responsibilities shared jointly with the Government and/or related to Government functions. The QAP will permit effective integration of Government quality programs across the spectrum of SOFSA operations. The Government reserves the right to

inspect at source those services not performed or those products not manufactured in the SOFSA. The contractor may employ sampling inspection techniques. The contractor shall obtain Government approval of all sampling plans and methods.

3.8.2 should read: Inventory Management: The contractor shall maintain strict accountability and control of all property. The contractor shall employ an automated bar coding system for inventory control and property management. Issues shall be charged to specific projects. The contractor shall stock, maintain, and issue from an inventory of equipment, systems, components, and spares. The Government will provide initial inventory. As designated by the Government, some inventory items will be issued to approved customers upon requisition; other inventory items will be issued as a direct exchange for like items returned for service. Routine direct exchanges shall require receipt of items prior to issue of replacements. The SOFSA CO will approve exceptions to this policy. The contractor shall perform cyclic inventories of the Stock Record Accounts and report the results to the appropriate Government office. (CDRL A012) The contractor shall perform periodic inspections and calibrations on inventory items. Upon receipt of returned items, the contractor shall inspect for discrepancies and correct those identified before the item is returned to stock. The contractor shall provide warranty administration of those inventory items covered by any type of commercial or manufacturer's warranty. Inventory shall be available 24 hours-per-day, 7 days-per-week. The contractor shall deliver from inventory to the shipping dock within four hours of receiving an approved requisition. The contractor shall complete coordination for appropriate shipping arrangements within the same four-hour period.

3.10.2.1 should read: General: The contractor shall develop a plan to transition full responsibility for contract performance from the preceding contractor. Transition will begin at contract award. The contractor shall identify the critical path to completing a successful transition and propose a schedule. For work funded with funds that have expired for appropriation or for which funding is expiring at the end of fiscal year 2003, the current contractor has agreed to novate the work to the winning contractor for completion on the current contract. Within 30 days of contract award, the winning contractor shall complete and provide to the Government a novation agreement of all remaining work efforts as of 1 October 2003. All other work will be transitioned to the newly awarded contract. The Government shall provide, to the successor contractor, a list of the TOs which will remain uncompleted at the end of the current contract term, when received by the incumbent contractor. All new work to be placed on the successor contract will be proposed by the 15<sup>th</sup> of September 2003, so that the Government has time to negotiate the final prices and place these efforts on contract for commencement of performance on 1 October 2003.

Change item d. in 3.10.2.6 to read:

d. A TO may be issued against the new contract directing the successor contractor to:

- Provide adequate office space, computer access, telephone access, and any other supplies necessary to complete all transition activities, and;
- To issue a purchase order to L-3 Communications to complete all transition activities required beyond 30 September 2003. It is expected that these activities will complete by 31 October 2003.

3.10.3.1.2 should read: The contractor shall propose completion of work efforts where the funds are expiring at the end of the contract performance period, or a stopping point where the completion of the work can occur by the issuance of a new TO on the successor contract, without a repeat of the work efforts already performed. At the Government's discretion, the contractor's final award fee assessment and/or outstanding unpaid invoiced amounts may be reduced by the amount of work required to duplicate efforts placed on the current contract, in order to complete the work efforts on the successor contract.

Similarly, work efforts not timely completed in accordance with the contractor's proposed work schedule which result in the loss of funds, may, at the Government's discretion result in a reduction of the award fee or invoiced amounts payable under the contract in an amount equal to the funding amounts for which obligation authority has expired. In mitigation of this, the contractor can propose methodologies for work completion in accordance with then current contracting and fiscal laws and regulations, which may be accepted at the Contracting Officer's discretion.

#### SECTION I - CONTRACT CLAUSES

The following have been added by full text:

##### 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

(End of clause)

#### SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment 06, 07, and 08 - Change SOLICITATION NO. USZA22-03-C-0056 in page headers to read *CONTRACT NO. USZA22-03-C-0056*

Add the following:

<u>Attachment</u>	<u>Title &amp; Description</u>	<u>Date</u>	<u>No of Pages</u>
30	Area Wage Determination No: 94-2508, TX, Corpus Christi, Revision No: 16	04/20/04	8

This Area Wage Determination is incorporated effective 24 Apr 2004.

Modify the following:

<u>Attachment</u>	<u>Title &amp; Description</u>	<u>Date</u>
22	Area Wage Determination No: 94-2222, KY, Lexington, Revision No: 23	08/13/03

To include the following conformance of classification and wage rate:

<u>Classification</u>	<u>Wage Rate</u>
[REDACTED]	[REDACTED]

This conformed classification and wage rate is incorporated effective 27 Mar 2004.

Modify the following:

<u>Attachment</u>	<u>Title &amp; Description</u>	<u>Date</u>
25	Area Wage Determination No: 94-2394, NC Fayetteville, Revision No: 19	04/10/03

To include the following conformance of classifications and wage rates:

<u>Classification</u>	<u>Wage Rate</u>
[REDACTED]	[REDACTED]

These conformed classifications and wage rates are incorporated effective 13 Mar 2004.

If any of these additions create a cost impact, a cost impact statement should be submitted to the Government NLT 1 July 2004.

## Section J - Table Of Contents for List of Attachments and Exhibits should read as follows:

Attachment	Title & Description	Date	No of Pages
01	DD Form 254, Contract Security Classification Specification	11/07/03	3
02	Government Furnished Property Listing - 4 <sup>th</sup> Qtr 2003	10/10/03	324
03	Government Furnished Computer Software	06/13/02	3
04	MIS Architecture	06/13/02	1
05	SOFSA Hazardous Waste List	05/23/02	5
06	Award Fee Plan	04/01/03	25
07	Award Term Plan	04/01/03	7
08	Minimum Qualifications for Key Functions	05/23/02	1
09	Small Business Subcontracting Plan	12/20/02	12
10	Area Wage Determination No: 94-2028, AZ, Yuma, Revision No: 13	09/10/03	8
11	Area Wage Determination No: 94-2048, CA, Los Angeles/Santa Ana, Revision No: 19	06/03/03	8
12	Area Wage Determination No: 94-2058, CA, San Diego, Revision No: 29	09/04/03	8
13	Area Wage Determination No: 94-2080, CO, Colorado Springs, Revision No: 19	04/03/03	8
14	Area Wage Determination No: 94-2104, DC, District-Wide, Revision No: 21	06/03/03	8
15	Area Wage Determination No: 94-2122, FL Northwest FL, Revision No: 19	09/30/03	8
16	Area Wage Determination No: 94-2134, GA, Atlanta, Revision No: 17	06/28/02	8
17	Area Wage Determination No: 94-2138, GA, Columbus, Revision No: 17	06/10/02	8
18	Area Wage Determination No: 94-2140, GA, Macon, Revision No: 19	04/03/03	8
19	Area Wage Determination No: 94-2142, GA, Savannah, Revision No: 22	04/25/03	8
20	Area Wage Determination No: 94-2154, HI, Island-Wide, Revision No: 26	08/21/03	8
21	Area Wage Determination No: 94-2188, IN, Evansville, Revision No: 15	06/03/03	8
22	Area Wage Determination No: 94-2222, KY, Lexington, Revision No: 23	08/13/03	8
22A	U.S. Department of Labor Memorandum	04/16/04	1
23	Area Wage Determination No: 94-2234, LA, New Orleans, Revision No: 16	02/05/03	8
24	Area Wage Determination No: 94-2362, NM, Albuquerque, Revision No: 15	06/03/03	8
25	Area Wage Determination No: 94-2394, NC Fayetteville, Revision No: 19	04/10/03	8
25A	U.S. Department of Labor Memorandum	05/06/04	1
26	Area Wage Determination No: 94-2544, VA, Norfolk, Revision No: 26	07/29/03	8
27	Area Wage Determination No: 94-2568, WA, Tacoma, Revision No: 18	09/30/03	8

<b>Attachment</b>	<b>Title &amp; Description</b>	<b>Date</b>	<b>No of Pages</b>
28	Area Wage Determination No: 94-2044, CA, Bakersfield, Revision No: 17	09/22/03	8
29	Area Wage Determination No: 94-2514, TX, Fort Worth, Revision No: 16	08/20/03	8
30	Area Wage Determination No: 94-2508, TX, Corpus Christi, Revision No. 16	04/20/04	8
<b>Exhibits</b>			
A	Contract Data Requirement List, Date Item No: A001 through A027	3/14/03	28

(end of Summary of Changes)