

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
N00024-00-D-6000

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2. AMENDMENT/MODIFICATION NO.
P00011

3. EFFECTIVE DATE
See Block 16C

4. REQUISITION/PURCHASE REQUISITION NO.
N/A

5. PROJECT NO.
N/A

6. ISSUED BY
SPACE AND NAVAL WARFARE SYSTEMS COMMAND (SPAWAR)

CODE N00039

7. ADMINISTERED BY (If other than Item 6)
SAME AS BLOCK 6

CODE

Contracting Officer: ELLEN H. POLEN
4301 PACIFIC HIGHWAY, OT-4, ROOM 2082B
SAN DIEGO, CA 92110-3127
PHONE: (619)524-7388
ACO: Joan Benning, Phone: (717) 605-2057

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
ELECTRONIC DATA SYSTEMS CORPORATION
13600 EDS DRIVE
HERNDON, VA 20171
Attn: NMCI Contracts

(x) 9A. AMENDMENT OF SOLICITATION NO.

x 9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER
N00024-00-D-6000

10B. DATED (SEE ITEM 13)
08 OCT 00

CODE 1U305

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by the following checked method:
(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 separated letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A

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

- (x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, 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:
By Mutual Agreement of the parties
- 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.)

See Attached

A CONFORMED COPY OF THE REVISED CONTRACT IS MADE A PART OF THIS MODIFICATION AS A RESULT OF THE CHANGES OUTLINED HEREIN.

All other terms and conditions of Contract N00024-00-D-6000 remain unchanged, and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print)

Keith Spencer, NMCI Contracts Manager

16A. NAME AND TITLE OF SIGNER (Type or Print)

Ellen H. Polen, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

3 Jul 2001

(Signature of Contracting Officer)

3 July 2001

NSN 7540-010152-9070

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA

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1. This modification is issued to make the following changes to the basic contract:
 - a. Incorporate the Assignment of Claims (Jan 1986) Alternate I clause at 5.17, a clarification to the Assignment of Claims (Jan 1986) Alternate I clause at 5.17.1, a Purchase Card Payment clause at 5.18.
 - b. Delete the Payment by Third Party clause in its entirety.
2. Part Two, the following clauses, 5.17, 5.17.1 and 5.18 are incorporated into the contract:

5.17 FAR 52.232-23, ASSIGNMENT OF CLAIMS (JAN 1986) Alternate I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

5.17.1

As a clarification: moneys due and payable or to become due and payable to the Contractor pursuant to this contract do not include any credits or any moneys payable by the Government directly to the first-tier small business subcontractors pursuant to contract clauses 6.15, Credit Terms and 5.10, Direct Payment to First Tier Small Business Subcontractors, respectively.

5.18 PURCHASE CARD PAYMENT

As authorized under FAR 32.1108(b), payment by a purchase card may also be made under this contract that does not contain 52.232-36 to the extent the contractor agrees to accept that method of payment. Accordingly, it is understood that when the government decides to use a purchase card as a method of payment, EDS will, by mutual agreement to the terms and conditions, agree to accept that method of payment.

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3. FAR Clause 52.232-36, Payment by Third Party (31 U.S.C. 3332) incorporated by reference in paragraph 6.7 is hereby deleted in its entirety.

A CONFORMED COPY OF THE REVISED CONTRACT IS MADE A PART OF THIS MODIFICATION AS A RESULT OF THE CHANGES OUTLINED HEREIN.

All other terms and conditions of Contract N00024-00-D-6000 remain unchanged, and in full force and effect.