

CONTRACT NAS1-96038 Modifications

The following information has been determined to be exempt from disclosure and has been deleted from the contract modifications:

- Fully Burdened Fixed Hourly Rates

The deleted material is exempt from disclosure under 14 C.F.R. 1206.300 (b) (4) which covers trade secrets and commercial or financial information obtained from a person and privileged or confidential. It has been held that commercial or financial matter is "confidential" for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, National Parks and Conservation v. Morton, 498 F2d 765 (D.C. Cir. 1974).

Disclosure of the financial information could cause substantial competitive harm to the contractor by providing its competitors insight into the company's pricing. Furthermore, disclosure would discourage other companies from participating in future competitive procurements, thereby impairing the Government's ability to obtain complete and accurate cost data, and in turn, frustrating the mandate to obtain maximum competition in negotiated procurements.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE JUL 01 1996	4. REQUISITION/PURCHASE REQ. NO. See Block 2.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State, and Zip Code) Pemco Aeroplex, Inc. Birmingham Facility Attn: H. A. Landers P. O. Box 2287 Birmingham, AL 35201-2287	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
		10B. DATED (SEE ITEM 13) 6/26/96
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning ___ copies of the 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 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)

PR: GN.1183; M3146; \$250,000; M3147; \$20,000; M3150; \$10,000; M3151; \$20,000 Total Obligation \$300,000 Complete

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.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

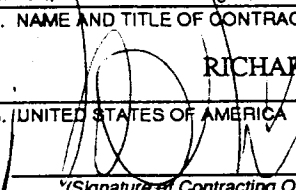
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to increase the ceiling price of the subject contract by \$300,000 from \$25,000 to \$325,000. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read as follows:

"The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$325,000 for this contract."

(CONTINUED)

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) RICHARD C. SHISLER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED JUN 27 1996
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	<u>300,000</u>
Total Ceiling Price and Funding	\$325,000

NASA LANGLEY FORM 123, ELECTRONIC PURCHASE REQUEST (PR)

NO. OF PR -06-14	PURCHASE REQUEST NO. GN .1183	NASA TECHNICAL ADVISER TONY L TREXLER	CHARACTER DESCRIPTION OF ARTICLES OR SERVICES DEPOT CONT MAINT	PAGE OF 1 1
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TOXIC / HAZARD	ARTICLES OR SERVICES (Show name of item, description, and specifications.)	QTY	UNIT	EST. COST
NO	F.Y. 96 funding in support of Depot Maintenance Contract NAS1-96038 for the period of July 1, 1996 to October 30, 1996.	1	EA	\$300,000.00

SIGNATURE	DATE	LINE	PY	FS	MA	OBJ. CL.	JOB ORDER	PROGRAM NO.	AMOUNT	TOTAL EST. COST	\$300,000.00
GIFFORD, ROBERT V.	1996-06-17	001	96	9	00	2566	M3146	99263100700	\$250,000.00	Available from excess, NASA Langley stock, or Government sources: <input type="checkbox"/> Yes <input checked="checked" type="checkbox"/> No TRADE IN <input type="checkbox"/> Yes <input type="checkbox"/> No INST. POOL ITEM <input type="checkbox"/> Yes <input checked="checked" type="checkbox"/> No PUT ECN(S) ON PR ITEM(S) ADD COST OF ITEM(S) TO VALUE OF ECN FSC / EMC	
CALDWELL, TED	1996-06-18	002	96	9	00	2566	M3147	99263100700	\$20,000.00		
BOSTIC, JAMES E.	1996-06-19	003	96	9	00	2566	M3150	99263100700	\$10,000.00		
SCHINKEL, HARRY	1996-06-19	004	96	9	00	2566	M3151	99263100700	\$20,000.00		
GREEN, PAULA D.	1996-06-19										
Maddrea, Betty C.	1996-06-24										

	REQUESTED BY TONY L TREXLER	M/S 255	EXT. 43922	DELIVER TO TONY L TREXLER	BLDG. ROOM EXT. 1244 135 43922
	REQ. DEL. DATE 1996-07-01	USE LARC AIRCRAFT SUPPORT		USER FOSD	CUST. CODE GN

NO
 Will contractor work with classified information or work in an area where it may be present? (if yes, complete NASA Langley Form 82 & NASA Form 446. See LMI 1650.1.)

Does this material involve safety and/or environmental health considerations? (if yes, see LMI 8800.1.)

Is material hazardous, toxic, or present a radiation/laser hazard?(if yes, attach NASA Langley Forms 44 and 44A. Contractor must provide Material Safety Data Sheet. See LMI 1700.6.)

YES NO
 Are items for space flight? (If yes, route PR / PO to 429 / Head, SAB, SSQRD for approval.)

Will this procurement involve Government furnish or contractor acquired equipment valued at \$1000 or more?

RECOMMENDED SOURCES (Attach continuation sheet if necessary)	SUP DOC	BUYER'S NAME	BUYER'S CODE
		SHISLER RICHARD C.	036

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRA J CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 2	3. EFFECTIVE DATE JUL 01 1996	4. REQUISITION/PURCHASE REQ. NO. See Block 2.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Pemco Aeroplex, Inc. Birmingham Facility Attn: H. A. Landers P. O. Box 2287 Birmingham, AL 35201-2287	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13) 6/26/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning ____ copies of the 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 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)
PR: GN.1184; R20886; \$125,000 Obligated Complete

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.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to increase the ceiling price of the subject contract by \$125,000 from \$325,000 to \$450,000. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read as follows:

"The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$450,000 for this contract."

(CONTINUED)

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) RICHARD C. SHISLER
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED JUL 01 1996
(Signature of person authorized to sign)	BY (Signature of Contracting Officer)

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No.2	<u>125,000</u>
Total Ceiling Price and Funding	\$450,000

NASA LANGLEY FORM 123, ELECTRONIC PURCHASE REQUEST (PR)

DATE OF PR 1996-06-14		PURCHASE REQUEST NO. GN .1184		NASA TECHNICAL ADVISER TONY L TREXLER			CHARACTER DESCRIPTION OF ARTICLES OR SERVICES HEAVY MAINT CONT				PAGE OF 1 1					
PR ITEM	TOXIC / HAZARD	ARTICLES OR SERVICES (Show name of item, description, and specifications.)									QTY	UNIT	EST. COST			
1	NO	Funding in support of the Depot Maintenance Contract NAS1-96038 to provide heavy maint for NASA 557, Boeing 757 aircraft for the period July 1, 1996 to October 30, 1996.									1	EA	\$125,000.00			
APPRV.'S	SIGNATURE	DATE	LINE	PY	FS	MA	OBJ. CL.	JOB ORDER	PROGRAM NO.	AMOUNT	TOTAL EST. COST	\$125,000.00				
GN	GIFFORD, ROBERT V.	1996-06-17	001	96	29	00	2566	R20886	50564131200	\$125,000.00	Available from excess, NASA Langley stock, or Government sources: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No TRADE IN <input type="checkbox"/> Yes <input type="checkbox"/> No INST. POOL ITEM <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No PUT ECN(S) ON PR ITEM(S) ADD COST OF ITEM(S) TO VALUE OF ECN FSC / EMC					
BB	SABO, FRANCES E.	1996-06-21														
HB	CALLOWAY, GLINDA S.	1996-06-25														
G	MURRAY, CATHRYN L.	1996-06-26														
GC	SCHINKEL, HARRY	1996-06-26														
HAAA	GREEN, PAULA D.	1996-06-26														
GB	Maddrea, Betty C.	1996-06-27														
			REQUESTED BY TONY L TREXLER						M/S 255	EXT. 43922	DELIVER TO TONY L TREXLER			BLDG. 1244	ROOM 135	EXT. 43922
			REQ. DEL. DATE 1996-07-01			USE BOEING 757 SUPPORT			USER FOSD			CUST. CODE GN				
YES NO <input type="checkbox"/> <input checked="" type="checkbox"/> Will contractor work with classified information or work in an area where it may be present? (if yes, complete NASA Langley Form 82 & NASA Form 446. See LMI 1650.1.) <input type="checkbox"/> <input checked="" type="checkbox"/> Does this material involve safety and/or environmental health considerations? (If yes, see LMI 8800.1.) <input type="checkbox"/> <input checked="" type="checkbox"/> Is material hazardous, toxic, or present a radiation/laser hazard?(If yes, attach NASA Langley Forms 44 and 44A. Contractor must provide Material Safety Data Sheet. See LMI 1700.6.)																
RECOMMENDED SOURCES (Attach continuation sheet if necessary)									SUP DOC	BUYER'S NAME			BUYER'S CODE			
										SHISLER RICHARD C.			036			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 3		3. EFFECTIVE DATE 7-3-96		4. REQUISITION/PURCHASE REQ. NO. See Block 2.		5. PROJECT NO. (if applicable)	
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		CODE		7. ADMINISTERED BY (if other than Item 6)		CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Pemco Aeroplex, Inc. Birmingham Facility Attn: H. A. Landers P. O. Box 2287 Birmingham, AL 35201-2287		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
			10B. DATED (SEE ITEM 13) 6/26/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the 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 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)
PR: GNB.4014; R20911; \$126,000 Obligate Complete

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.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

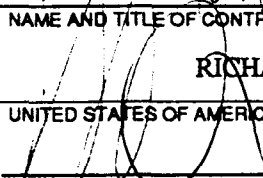
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to increase the ceiling price of the subject contract by \$126,000 from \$450,000 to \$576,000. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read as follows:

"The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$576,000 for this contract."

(CONTINUED)

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) RICHARD C. SHISLER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 7-3-96
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	<u>126,000</u>
Total Ceiling Price and Funding	\$576,000

NASA LANGLEY FORM 125, "PURCHASE REQUEST/PURCHASE ORDER (PR/PO)"

SHIP TO: <input type="checkbox"/> NASA Langley Research Center TWS. Bldg. 1206 Hampton, Va 23681-0001 <input type="checkbox"/> Wyle Laboratories 3200 Magruder Blvd. Hampton, VA 23666	MAIL INVOICE TO: NASA Langley Research Center M/S 175/Comm. Acctg. Section Order No. L Hampton, VA 23681-0001	DATE OF ORDER	ORDER NUMBER
		2. DATE OF PR	3. PURCHASE REQUEST NO.
		DELIVERY REQ'D BY	4. NASA TECHNICAL ADVISER
SELLER	FOB POINT	DISCOUNT TERMS	SOLICITATION NO.
	SHP VIA	5. 20 CHARACTER DESCRIPTION OF ARTICLES OR SERVICES	
	PPC	OBLIG. CODE	

6. PR ITEM	PO ITEM	7. ARTICLES OR SERVICES (Show name of item, description, and specifications.)	8. QTY	9. UNIT	UNIT PRICE	AMOUNT	10. EST. COST
1		FUNDING for Contract NAS 1-96038 for 16 Avtech Audio Boxes P/N 5049-1 and 1000 feet of Audio wire as per Boeing Specification S280T004	1	JB			\$126,000

TYPE OF ORDER	<input type="checkbox"/> DELIVERY	This delivery order is subject to instructions herein and to the terms and conditions of Contract No.	TOTAL	\$126,000
	<input type="checkbox"/> PURCHASE	Reference your _____ on the terms specified on the attached sheets, including delivery as indicated.	Please furnish the above	

APPRV'S	SIGNATURE	DATE	Certified for national defense under BDSA Reg. 2 and/or DMS Reg. 1	UNITED STATES OF AMERICA
* \$5,000 & over	** \$10,000 & over	*** SEE LMI 5000.2	RATING DO-	BY _____ Contracting Officer
Branch Head	<i>[Signature]</i>	7/1/96	LINE	11. JOB ORDER
Div Chief *	<i>[Signature]</i>	7/1/96	PY 96	FS 29
PRD **	<i>[Signature]</i>	7/2/96	MA 00	OBJ. CL 2566R20911
Program Dir. **	<i>[Signature]</i>	7/2/96		AMOUNT 126,000
FUNCTIONAL MANAGEMENT REVIEWS ***				12. PROGRAM NO. 538041418

155/ADP (If ADP & over \$1000)	373/LMB, MSD	147/FMD	138/AD	14. YES NO
<i>[Signature]</i>	<i>[Signature]</i> 7-2-96		<i>[Signature]</i> 7/2	<input checked="" type="checkbox"/> Will contractor work with classified information or work in an area where it may be present? (If yes, complete NASA Langley Form 82 & NASA Form 446. See LMI 1650.1.)
				<input checked="" type="checkbox"/> Does this material involve safety and/or environmental health considerations? (If yes, see LMI 8800.1.)
				<input checked="" type="checkbox"/> Is material hazardous, toxic, or present a radiation/laser hazard? (If yes, attach NASA Langley Form 44 and 44A. Contractor must provide Material Safety Data Sheet. See LMI 1700.6.)
				<input checked="" type="checkbox"/> Are items for space flight? (If yes, route PR/PO to 421/Head, SAB, SSORD for approval.)
				<input checked="" type="checkbox"/> Will this procurement involve Government furnished or contractor acquired equipment valued at \$1000 or more?

BUYER'S NAME	BUYER'S CODE	16. REQ. DEL. DATE	17. DELIVER TO	M/S	EXTENSION	ADD COST OF ITEM(S) TO VALUE OF ECN
<i>[Signature]</i>	036 (w)	30 Sep 96	<i>[Signature]</i>	255	47992	
18. USE			19. USER	BLDG.	ROOM	EXTENSION
B757 Aircraft			ASB	12414	1595	
				20. CUST. CODE		ESC/EMC
				GNB		PUT ECN(S) ON PR ITEM(S)
						<input type="checkbox"/> INST. POOL ITEM

21. RECOMMENDED SOURCES (Attach continuation sheet if necessary.)	Available from excess, NASA Langley stock, or Government source: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

4

3. EFFECTIVE DATE

JUL 16 1996

4. REQUISITION/PURCHASE REQ. NO.

See Block 12.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (If other than Item 6)

CODE

National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Pemco Aeroplex, Inc.
Birmingham Facility
Attn: H. A. Landers
P. O. Box 2287
Birmingham, AL 35201-2287

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS1-96038

X

10B. DATED (SEE ITEM 13)

6/26/96

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning ___ copies of the amendment;
- (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
- (c) By separate 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)

See Accounting and Appropriation Data.

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.
- X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

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

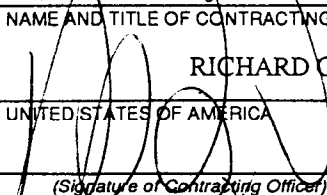
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to increase the ceiling price of the subject contract by \$340,000 from \$576,000 to \$916,000. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read as follows:

"The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$916,000 for this contract."

(CONTINUED)

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)	
		RICHARD C. SHISLER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY 	JUL 16 1996
		(Signature of Contracting Officer)	

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	<u>340,000</u>
Total Ceiling Price and Funding	\$916,000

ACCOUNTING AND APPROPRIATION DATA

<u>PR</u>	<u>JO</u>	<u>Amount</u>
GN.1193	R20883	\$ 35,000
	R20744	\$100,000
	R20885	\$130,000
GN.1194	M3146	<u>\$ 75,000</u>
Total		\$340,000 Oblig. Complete

ONE Approval (37) Doc 1

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. 5	3. EFFECTIVE DATE JUL 23 1996	4. REQUISITION/PURCHASE REQ. NO. N/A	6. PROJECT NO. (if applicable)
a. ISSUED BY CODE	7. ADMINISTERED BY (if other than item 6) CODE		

National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-0001

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State, and Zip Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
Penco Aeroplex, Inc. Birmingham Facility Attn: H. A. Landers P. O. Box 2287 Birmingham, AL 35201-2287			9B. DATED (SEE ITEM 11)
CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
FACILITY CODE			10B. DATED (SEE ITEM 19) 8/26/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing items 8 and 15, and returning _____ copies of the 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 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 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.
	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 45.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.245-5-5, Government Property
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copy to the issuing office.

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

The purpose of this modification is to revise the contract to set forth those contractual aspects associated with the replacement of the aircraft engine on Boeing 737, NASA Number 515. The Contract Schedule, Section I and Section J are revised as set forth below:

(CONTINUED)

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

15A. NAME AND TITLE OF SIGNER (Type or print) ROBERT C. HILL PROGRAM MANAGER	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RICHARD C. SHISLER
15B. CONTRACTING OFFICER 	15B. UNITED STATES OF AMERICA BY
16C. DATE SIGNED 23 JUL 96	16C. DATE SIGNED JUL 23 1996

NEW 7500-01-100-0070
PREVIOUS EDITION UNUSABLE

30-106

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 83.243

FILE COPY

A. Add H.10, Replacement of Aircraft Engine, to the Contract Schedule as follows:

"H.10 REPLACEMENT OF AIRCRAFT ENGINE

Notwithstanding Section I FAR Clause 52.245-5, Government Property, Paragraph (c), Title, the Contractor shall exchange the Boeing 737, NASA No. 515, aircraft engine, S/N 653876, and shall provide a replacement aircraft engine, S/N 655068, in accordance with Government authorized Task Order No. GNB 96-007, Modification No. 2. The Bill of Sale effecting the title transfer and releasing the Government of any liability is set forth in Exhibit D attached hereto."

B. Add under Section I - Contract Clauses, FAR Clause 52.245-5, Government Property (Cost-Reimbursement, Time and Materials or Labor-Hour Contracts) (JAN 1986):

"GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL. ORLABOR-HOUR CONTRACTS) (FAR 52.245-5) (JAN 1986)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a

determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property or use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such

repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor

from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (I) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of,

or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its

intended use;

- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is

responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively."

C. Add Exhibit D to Section J, List of Documents, Exhibits and Other Attachments, of the contract as follows:

“Exhibit D Aircraft Engine Bill of Sale, one page”

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	<u>0</u>
Total Ceiling Price and Funding	\$916,000

EXHIBIT D

AIRCRAFT ENGINE BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, Langley Research Center, an executive agency of the United States Government, located at Hampton, Virginia ("Seller"), in consideration of the sum of 10 Dollars and other valuable consideration in hand paid by PEMCO AEROPLEX, INC., an Alabama corporation having a place of business at 1943 N. 50th Street, Birmingham, Alabama ("Buyer"), the receipt and sufficiency of which is hereby acknowledged by Seller, has granted, exchanged, sold, conveyed, transferred and delivered and does by this presents hereby grant, exchange, sell, convey, transfer, deliver and set over unto Buyer the following described property, with all rights and privileges of ownership thereto:

One used Pratt & Whitney JT8D-7B aircraft engine bearing the manufacturer's serial number of 653876 in unserviceable condition in bare configuration with basic engine accessories and without engine stand and without QEC.

TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns, forever the undersigned covenants and agrees with Buyer to warrant and defend the title to the Property hereby sold to Buyer, its successors and assigns, against the lawful claims of all persons whomsoever, and further warrants that the Property is free from any and all liens, claims, or encumbrances whatsoever.

Except as set forth above, THE PROPERTY IS SOLD TO BUYER "AS-IS WHERE IS" AND "WITH ALL FAULT." SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, AND NO REPRESENTATION OR AFFIRMATION OF FACT, WITH RESPECT TO THE PROPERTY, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY BUYER AS A RESULT OF THE SALE OF THE PROPERTY TO BUYER.

IN WITNESS WHEREOF, this Bill of Sale has been executed on behalf of Seller by its authorized representative this 23 day of July, 1996, at Hampton, Virginia.

NASA

By: 

Contracting Officer

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT CODE

PAGE OF PAGES

1

72

2. AMENDMENT/MODIFICATION NO.

6

3. EFFECTIVE DATE

AUG 30 1996

4. REQUISITION/PURCHASE REQ. NO.

See Block 12.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (If other than Item 6)

CODE

National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Pemco Aeroplex, Inc.
Birmingham Facility
Attn: H. A. Landers
P. O. Box 2287
Birmingham, AL 35201-2287

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS1-96038

10B. DATED (SEE ITEM 13)

6/26/96

X

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment;
 - (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 - (c) By separate 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)

See Accounting and Appropriation Data.

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.
- X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

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

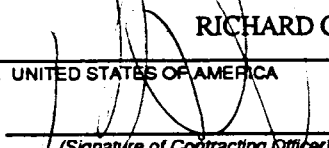
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to increase the ceiling price of the subject contract by \$117,000 from \$916,000 to \$1,033,000. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read as follows:

"The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$1,033,000 for this contract."

(CONTINUED)

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)	
		RICHARD C. SHISLER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY 	AUG 30 1996
		(Signature of Contracting Officer)	

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	<u>117,000</u>
Total Ceiling Price and Funding	\$1,033,000

ACCOUNTING AND APPROPRIATION DATA

<u>PR</u>	<u>JO</u>	<u>Amount</u>
DIG.1200	R20750	\$ 87,500
GN.1205	R20911	<u>\$ 29,500</u>
Total		\$117,000 Oblig. Complete

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT

1. CONTRACT CODE

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2. AMENDMENT/MODIFICATION NO. 7

3. EFFECTIVE DATE OCT 16 1996

4. REQUISITION/PURCHASE REQ. NO. See Block 12.

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

7. ADMINISTERED BY (If other than Item 6) CODE

National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Pemco Aeroplex, Inc.
Birmingham Facility
Attn: H. A. Landers
P. O. Box 2287
Birmingham, AL 35201-2287

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS1-96038

X

10B. DATED (SEE ITEM 13)

6/26/96

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning copies of the 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 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.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

PR: GNB.1274; R21934; \$315,000 Obligated Complete

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.
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to increase the ceiling price of the subject contract by \$315,000 from \$1,033,000 to \$1,348,000. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read as follows:

"The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$1,348,000 for this contract."

(CONTINUED)

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) RICHARD C. SHISLER
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED OCT 16 1996
BY (Signature of Contracting Officer)

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	<u>315,000</u>
Total Ceiling Price and Funding	\$1,348,000

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. **8**

3. EFFECTIVE DATE **OCT 24 1996**

4. REQUISITION/PURCHASE REQ. NO. **See Block 12.**

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

7. ADMINISTERED BY (If other than Item 6) CODE

National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Pemco Aeroplex, Inc.
Birmingham Facility
Attn: H. A. Landers
P. O. Box 2287
Birmingham, AL 35201-2287

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS1-96038

10B. DATED (SEE ITEM 13)
6/26/96

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the 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 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)
PR: DIG.1209; R21772; \$46,250 Obligated Complete

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.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to increase the ceiling price of the subject contract by \$46,250 from \$1,348,000 to \$1,394,250. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read as follows:

“The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$1,394,250 for this contract.”

(CONTINUED)

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)
RICHARD C. SHISLER

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED
OCT 24 1996

(Signature of person authorized to sign)

BY (Signature of Contracting Officer)

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	<u>46,250</u>
Total Ceiling Price and Funding	\$1,394,250

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTR. ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 9
3. EFFECTIVE DATE OCT 30 1996
4. REQUISITION/PURCHASE REQ. NO. See Block 12.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-0001

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Pemco Aeroplex, Inc.
Birmingham Facility
Attn: H. A. Landers
P. O. Box 2287
Birmingham, AL 35201-2287

9A. AMENDMENT OF SOLICITATION NO. (x)
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. X
NAS1-96038
10B. DATED (SEE ITEM 13)
6/26/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning ___ copies of the 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 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)
PR: GNB.4071; R21864; \$10,000 Obligated Complete

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.
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to increase the ceiling price of the subject contract by \$10,000 from \$1,394,250 to \$1,404,250. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read as follows:

“The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$1,404,250 for this contract.”

(CONTINUED)

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)
RICHARD C. SHISLER
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED
OCT 30 1996
BY (Signature of Contracting Officer)

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	<u>10,000</u>
Total Ceiling Price and Funding	\$1,404,250

AMENDMENT OF SOLICITATION		MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 10		EFFECTIVE DATE NOV 05 1996	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If applicable)	
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		CODE	7. ADMINISTERED BY (If other than Item 6)		CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Pemco Aeroplex, Inc. Birmingham Facility Attn: H. A. Landers P. O. Box 2287 Birmingham, AL 35201-2287		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
			10B. DATED (SEE ITEM 13) 6/26/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the 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 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)
PR: IA.0777; H15270; \$22,000 Obligated Complete

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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to increase the ceiling price of the subject contract by \$22,000 from \$1,404,250 to \$1,426,250. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read as follows:

“The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$1,426,250 for this contract.”

(CONTINUED)

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) RICHARD C. SHISLER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED NOV 05 1996
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	<u>22,000</u>
Total Ceiling Price and Funding	\$1,426,250

AMENDMENT OF SOLICITATION OR MODIFICATION OF CONTRACT		1. CONT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE NOV 18 1996	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Pemco Aeroplex, Inc. Birmingham Facility Attn: H. A. Landers P. O. Box 2287 Birmingham, AL 35201-2287		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038	10B. DATED (SEE ITEM 13) 6/26/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning ____ copies of the amendment;
- (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
- (c) By separate 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)

PR: GKE.0801; R21864; \$42,350 Obligated Complete

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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to increase the ceiling price of the subject contract by \$42,350 from \$1,426,250 to \$1,468,600. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read as follows:

“The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$1,468,600 for this contract.”

(CONTINUED)

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) RICHARD C. SHISLER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED NOV 18 1996

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	<u>42,350</u>
Total Ceiling Price and Funding	\$1,468,600

ONE AMENDMENT TO ONE

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE DEC 06 1996	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (if applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (if other than Item 6)	8. CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Permco Aeroplex, Inc. Birmingham Facility Attn: H. A. Landers P. O. Box 2287 Birmingham, AL 35201-2287		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98038	10B. DATED (SEE ITEM 13) 6/28/96
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 9 and 10, 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 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 MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	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 48.102(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to:

1. Change the Contractor's mailing address
2. Incorporate the additional Labor category of Design Engineer
3. Incorporate the Wage Determination for the State of Alabama
4. Revise the Government Furnished Data Requirement

(CONTINUED)

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

15A. NAME AND TITLE OF SIGNER (Type or print) ROBERT C. HILL PROGRAM MANAGER		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RICHARD C. SHISLER	
15B. CONTRACTOR/OFFEROR <i>Robert Hill</i> (Signature of person authorized to sign)	15C. DATE SIGNED 2 DEC 96	15B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	15C. DATE SIGNED DEC 06 1996

NSN 7540-01-125-6676
PREVIOUS EDITION UNUSABLE

30-108

STANDARD FORM 30 (Rev. 10-82)
Prescribed by GSA
FAR (48 CFR) 60.243

FILE COPY

Accordingly the following changes are made to the contract:

A. Standard Form 26 Block 7 is revised to read as follows:

“Pemco World Air Service
Attn: Bob Hill
Houston County
Municipal Airport
Flight Line Drive
Dothan, AL 36303”

B. Section B, Supplies or Services and Prices/Cost, B.1.B, Item No. 1, Inspection Maintenance, Repair a.(1) first and second shifts, is amended by adding the following labor category and fully burdened fixed hourly rate:

Base Period
“(e) Design Engineering [REDACTED]/manhour”

C. Section H, Special Contract Requirements, H.2, Options, Item No. 1, Inspection, Maintenance, Repair a.(1) first and second shifts, is amended by adding the following labor category and fully burdened fixed hourly rates:

First Option Second Option Third Option Fourth Option
“(f) Design Engineering [REDACTED]/MH [REDACTED]/MH [REDACTED]/MH [REDACTED]/MH”

D. Section J, List of Attachments is amended to incorporate Exhibit D, Wage Determination No. 94-2005 Revision 3 date of last revision 4/25/96 for Houston County, Alabama (attached).

E. Section H, Special Contract Requirements, H.4 Government-Furnished Data is amended by deleting the following GFD:

Boeing 737 Items:

7
11 thru 27
38
42
44

Boeing 757 Items:

8 thru 14
17
23 & 24

All other terms and conditions shall remain unchanged.

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	42,350
Mod. No. 12	<u>0</u>
Total Ceiling Price and Funding	\$1,428,600

6
RL

Page 1 of 9

REGISTER OF WAGE DETERMINATIONS, UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Alan L. Moss
Alan L. Moss
Director

Donald
Division of
Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.: 94-2005

Revision No.: 3

Date of Last Revision: 04/25/1996

State(s): Alabama, Georgia

Area: ALABAMA COUNTIES OF BARBOUR, COFFEE, DALE, GENEVA, HENRY, HOUSTON.
GEORGIA COUNTIES OF CLAY, EARLY, MILLER, SEMINOLE.

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

ADMINISTRATIVE SUPPORT AND CLERICAL:

01011 Accounting Clerk I	\$ 7.07
01012 Accounting Clerk II	\$ 7.73
01013 Accounting Clerk III	\$ 9.22
01014 Accounting Clerk IV	\$ 11.34
01030 Court Reporter	\$ 9.66
01050 Dispatcher, Motor Vehicle	\$ 7.98
01060 Document Preparation Clerk	\$ 7.85
01090 Duplicating Machine Operator	\$ 7.85
01110 Film/Tape Librarian	\$ 7.99
01115 General Clerk I	\$ 4.32
01116 General Clerk II	\$ 4.85
01117 General Clerk III	\$ 9.10
01118 General Clerk IV	\$ 10.22
01120 Housing Referral Assistant	\$ 9.44
01131 Key Entry Operator I	\$ 8.20
01132 Key Entry Operator II	\$ 9.48
01191 Order Clerk I	\$ 6.85
01192 Order Clerk II	\$ 7.98
01220 Order Filler	\$ 6.93
01261 Personnel Assistant (Employment) I	\$ 4.32
01262 Personnel Assistant (Employment) II	\$ 4.85
01263 Personnel Assistant (Employment) III	\$ 9.10
01264 Personnel Assistant (Employment) IV	\$ 10.22
01270 Production Control Clerk	\$ 9.89
01290 Rental Clerk	\$ 7.57
01300 Scheduler, Maintenance	\$ 8.54
01311 Secretary I	\$ 8.54
01312 Secretary II	\$ 9.66
01313 Secretary III	\$ 10.76
01314 Secretary IV	\$ 12.22
01315 Secretary V	\$ 13.41
01320 Service Order Dispatcher	\$ 6.77
01341 Stenographer I	\$ 9.37
01342 Stenographer II	\$ 10.03
01400 Supply Technician	\$ 10.59
01420 Survey Worker(Interviewer)	\$ 9.66

WAGE DETERMINATION NO.: 94-2005 (Rev. 3)

ISSUE DATE: 04/25/1996 Page 2 of 9

01460 Switchboard Operator- Receptionist	\$ 6.74
01510 Test Examiner	\$ 9.66
1520 Test Proctor	\$ 9.66
01531 Travel Clerk I	\$ 6.55
01532 Travel Clerk-II-	\$ 6.96
01533 Travel Clerk III	\$ 7.30
01611 Word Processor I	\$ 6.69
01612 Word Processor II	\$ 8.33
01613 Word Processor III	\$ 9.32

AUTOMATIC DATA PROCESSING:

03010 Computer Data Librarian	\$ 7.58
03041 Computer Operator I	\$ 7.90
03042 Computer Operator II	\$ 9.42
03043 Computer Operator III	\$ 11.28
03044 Computer Operator IV	\$ 12.52
03045 Computer Operator V	\$ 13.87
03071 Computer Programmer I 1/	\$ 10.88
03072 Computer Programmer II 1/	\$ 12.97
03073 Computer Programmer III 1/	\$ 15.60
03074 Computer Programmer IV 1/	\$ 18.88
03101 Computer Systems Analyst I 1/	\$ 14.93
03102 Computer Systems Analyst II 1/	\$ 17.75
03103 Computer Systems Analyst III 1/	\$ 20.35
03160 Peripheral Equipment Operator	\$ 7.42

AUTOMOTIVE SERVICE:

05005 Automobile Body Repairer, Fiberglass	\$ 11.88
05010 Automotive Glass Installer	\$ 10.68
05040 Automotive Worker	\$ 10.68
05070 Electrician, Automotive	\$ 11.26
05100 Mobile Equipment Servicer	\$ 9.44
05130 Motor Equipment Metal Mechanic	\$ 11.88
05160 Motor Equipment Metal Worker	\$ 10.68
05190 Motor Vehicle Mechanic	\$ 11.88
05220 Motor Vehicle Mechanic Helper	\$ 8.84
05250 Motor Vehicle Upholstery Worker	\$ 10.03
05280 Motor Vehicle Wrecker	\$ 10.68
05310 Painter, Automotive	\$ 11.26
05340 Radiator Repair Specialist	\$ 10.68
05370 Tire Repairer	\$ 9.44
05400 Transmission Repair Specialist	\$ 11.88

FOOD PREPARATION AND SERVICE:

07010 Baker	\$ 8.92
07041 Cook I	\$ 7.39
07042 Cook II	\$ 8.92
07070 Dishwasher	\$ 6.85
07100 Food Service Worker (Cafeteria Worker)	\$ 6.85
07130 Meat Cutter	\$ 8.92
07250 Waiter/Waitress	\$ 7.33

WAGE DETERMINATION NO.:94-2005 (Rev. 3)

ISSUE DATE:04/25/1996 Page 3 of 9

FURNITURE MAINTENANCE AND REPAIR:

010 Electrostatic Spray Painter	\$ 12.22
09040 Furniture Handler	\$ 8.22
09070 Furniture Refinisher	\$ 12.22
09100 Furniture Refinisher Helper	\$ 9.59
09110 Furniture Repairer, Minor	\$ 10.88
09130 Upholsterer	\$ 11.59

GENERAL SERVICES AND SUPPORT:

11030 Cleaner, Vehicles	\$ 6.85
11060 Elevator Operator	\$ 6.85
11090 Gardener	\$ 7.88
11121 Housekeeping Aide I	\$ 6.64
11122 Housekeeping Aide II	\$ 6.85
11150 Janitor	\$ 6.85
11180 Laborer	\$ 6.85
11210 Laborer, Grounds Maintenance	\$ 7.33
11240 Maid or Houseman	\$ 6.64
11270 Pest Controller	\$ 8.30
11300 Refuse Collector	\$ 7.10
11330 Tractor Operator	\$ 8.44
11360 Window Cleaner	\$ 7.33

HEALTH:

12010 Ambulance Driver	\$ 7.76
12040 Emergency Medical Technician	\$ 8.82
12071 Licensed Practical Nurse I	\$ 7.61
072 Licensed Practical Nurse II	\$ 8.54
12073 Licensed Practical Nurse III	\$ 9.55
12100 Medical Assistant	\$ 7.88
12130 Medical Laboratory Technician	\$ 7.88
12160 Medical Record Clerk	\$ 7.88
12190 Medical Record Technician	\$ 10.92
12221 Nursing Assistant I	\$ 6.20
12222 Nursing Assistant II	\$ 6.97
12223 Nursing Assistant III	\$ 7.61
12224 Nursing Assistant IV	\$ 8.54
12250 Pharmacy Technician	\$ 9.83
12280 Phlebotomist	\$ 7.88
12311 Registered Nurse I	\$ 10.92
12312 Registered Nurse II	\$ 13.36
12313 Registered Nurse II, Specialist	\$ 13.36
12314 Registered Nurse III	\$ 16.16
12315 Registered Nurse III, Anesthetist	\$ 16.16
12316 Registered Nurse IV	\$ 19.37

INFORMATION AND ARTS:

13002 Audiovisual Librarian	\$ 12.69
13011 Exhibits Specialist I	\$ 8.37
13012 Exhibits Specialist II	\$ 10.40
13013 Exhibits Specialist III	\$ 12.69
13041 Illustrator I	\$ 8.37
13042 Illustrator II	\$ 10.40
13043 Illustrator III	\$ 12.69
13047 Librarian	\$ 13.41

WAGE DETERMINATION NO.:94-2005 (Rev. 3)

ISSUE DATE:04/25/1996 Page 4 of 9

13050 Library Technician	\$ 10.02
13071 Photographer I	\$ 8.37
13072 Photographer II	\$ 10.40
13073 Photographer III	\$ 12.69
13074 Photographer IV	\$ 15.52
13075 Photographer-V	\$ 18.78

LAUNDRY, DRY CLEANING, PRESSING:

15010 Assembler	\$ 4.86
15030 Counter Attendant	\$ 4.86
15040 Dry Cleaner	\$ 6.19
15070 Finisher, Flatwork, Machine	\$ 4.86
15090 Presser, Hand	\$ 4.86
15100 Presser, Machine, Dry Cleaning	\$ 4.86
15130 Presser, Machine, Shirts	\$ 4.86
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 4.86
15190 Sewing Machine Operator	\$ 6.41
15220 Tailor	\$ 6.79
15250 Washer, Machine	\$ 5.41

MACHINE TOOL OPERATION AND REPAIR:

19010 Machine-tool Operator (Toolroom)	\$ 11.59
19040 Tool and Die Maker	\$ 14.90

MATERIALS HANDLING AND PACKING:

21010 Fuel Distribution System Operator	\$ 10.25
21020 Material Coordinator	\$ 9.54
21030 Material Expediter	\$ 9.54
21040 Material Handling Laborer	\$ 5.90
21071 Forklift Operator	\$ 8.66
21080 Production Line Worker (Food Processing)	\$ 8.31
21100 Shipping/Receiving Clerk	\$ 8.07
21130 Shipping Packer	\$ 6.90
21140 Store Worker I	\$ 8.69
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 9.45
21210 Tools and Parts Attendant.	\$ 9.13
21400 Warehouse Specialist	\$ 8.31

MECHANICS AND MAINTENANCE AND REPAIR:

23010 Aircraft Mechanic	\$ 12.89
23040 Aircraft Mechanic Helper	\$ 9.59
23060 Aircraft Servicer	\$ 10.88
23070 Aircraft Worker	\$ 11.59
23100 Appliance Mechanic	\$ 11.59
23120 Bicycle Repairer	\$ 9.54
23125 Cable Splicer	\$ 12.89
23130 Carpenter, Maintenance	\$ 12.22
23140 Carpet Layer	\$ 11.59
23160 Electrician, Maintenance	\$ 12.89
23181 Electronics Technician, Maintenance I	\$ 11.59
23182 Electronics Technician, Maintenance II	\$ 12.22

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23183 Electronics Technician, Maintenance III	\$ 12.89
23260 Fabric Worker	\$ 9.54
1290 Fire Alarm System Mechanic	\$ 12.89
z3310 Fire Extinguisher Repairer	\$ 10.25
23340 Fuel Distribution System Mechanic	\$ 12.89
23370 General Maintenance Worker	\$ 10.43
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 12.89
23430 Heavy Equipment Mechanic	\$ 12.89
23460 Instrument Mechanic	\$ 12.89
23500 Locksmith	\$ 12.22
23530 Machinery Maintenance Mechanic	\$ 12.89
23550 Machinist, Maintenance	\$ 12.89
23580 Maintenance Trades Helper	\$ 9.59
23640 Millwright	\$ 12.89
23700 Office Appliance Repairer	\$ 10.90
23740 Painter, Aircraft	\$ 12.22
23760 Painter, Maintenance	\$ 12.22
23790 Pipefitter, Maintenance	\$ 12.89
23800 Plumber, Maintenance	\$ 12.22
23820 Pneudraulic Systems Mechanic	\$ 12.89
23850 Rigger	\$ 12.26
23870 Scale Mechanic	\$ 11.59
23890 Sheet-metal Worker, Maintenance	\$ 12.89
23910 Small Engine Mechanic	\$ 10.90
23930 Telecommunications Mechanic I	\$ 12.89
23940 Telecommunications Mechanic II	\$ 13.54
23950 Telephone Lineman	\$ 12.89
960 Welder, Combination, Maintenance	\$ 12.89
23965 Well Driller	\$ 12.89
23970 Woodcraft Worker	\$ 12.26
23980 Woodworker	\$ 10.25

PERSONAL NEEDS:

24570 Child Care Attendant	\$ 7.88
24600 Chore Aide	\$ 6.64
24630 Homemaker	\$ 10.89

PLANT AND SYSTEM OPERATION:

25010 Boiler Tender	\$ 11.08
25040 Sewage Plant Operator	\$ 12.22
25070 Stationary Engineer	\$ 12.89
25190 Ventilation Equipment Tender	\$ 9.59
25210 Water Treatment Plant Operator	\$ 12.22

PROTECTIVE SERVICE:

27004 Alarm Monitor	\$ 9.09
27010 Court Security Officer	\$ 10.13
27040 Detention Officer	\$ 10.13
27070 Firefighter	\$ 10.13
27101 Guard I	\$ 7.25
27102 Guard II	\$ 9.09
27130 Police Officer	\$ 10.13

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TECHNICAL:

020 Archeological Technician	\$ 9.76
29030 Cartographic Technician	\$ 9.76
29035 Computer Based Training Specialist/Instructor	\$ 14.93
29040 Civil Engineering Technician	\$ 9.76
29061 Drafter I	\$ 7.48
29062 Drafter II	\$ 8.37
29063 Drafter III	\$ 10.40
29064 Drafter IV	\$ 12.69
29070 Embalmer	\$ 13.36
29081 Engineering Technician I	\$ 6.28
29082 Engineering Technician II	\$ 7.05
29083 Engineering Technician III	\$ 7.89
29084 Engineering Technician IV	\$ 9.76
29085 Engineering Technician V	\$ 11.63
29086 Engineering Technician VI	\$ 13.53
29090 Environmental Technician	\$ 9.76
29100 Flight Simulator/Instructor (Pilot)	\$ 17.75
29150 Graphic Artist	\$ 14.93
29210 Laboratory Technician	\$ 10.45
29240 Mathematical Technician	\$ 9.76
29330 Mortician	\$ 13.36
29361 Paralegal/Legal Assistant I	\$ 9.66
29362 Paralegal/Legal Assistant II	\$ 12.22
29363 Paralegal/Legal Assistant III	\$ 14.95
29364 Paralegal/Legal Assistant IV	\$ 18.09
29390 Photooptics Technician	\$ 9.76
480 Technical Writer	\$ 10.88
29620 Weather Observer, Senior 2/	\$ 10.55
29621 Weather Observer, Combined 2/ Upper Air and Surface Programs	\$ 9.42
29622 Weather Observer, Upper Air 2/	\$ 9.42

**TRANSPORTATION/MOBILE EQUIPMENT
OPERATION:**

31030 Bus Driver	\$ 9.83
31100 Driver Messenger	\$ 8.06
31200 Heavy Equipment Operator	\$ 11.88
31260 Parking and Lot Attendant	\$ 6.75
31290 Shuttle Bus Driver	\$ 8.87
31300 Taxi Driver	\$ 8.06
31361 Truckdriver, Light Truck	\$ 8.87
31362 Truckdriver, Medium Truck	\$ 9.26
31363 Truckdriver, Heavy Truck	\$ 9.83
31364 Truckdriver, Tractor-Trailer	\$ 10.39

MISCELLANEOUS:

99005 Aircraft Quality Control Inspector	\$ 13.56
99020 Animal Caretaker	\$ 6.71
99030 Cashier	\$ 6.44
99040 Child Care Center Clerk	\$ 9.86
99050 Desk Clerk	\$ 7.88
99260 Instructor	\$ 10.88
99300 Lifeguard	\$ 6.99
99350 Park Attendant (Aide)	\$ 8.84

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99400 Photofinishing Worker (Photo Lab / Dark Room Technician)	\$ 6.99
99500 Recreation Specialist	\$ 11.29
9510 Recycling Worker	\$ 8.49
99610 Sales Clerk	\$ 6.99
99630 Sports Official -	\$ 6.99
99658 Survey Party Chief	\$ 9.11
99659 Surveying Technician	\$ 8.84
99660 Surveying Aide	\$ 6.44
99690 Swimming Pool Operator	\$ 9.09
99720 Vending Machine Attendant	\$ 5.56
99730 Vending Machine Repairer	\$ 6.81
99740 Vending Machine Repairer Helper	\$ 5.89

**** Fringe Benefits Required For All Occupations Included In
This Wage Determination ****

HEALTH & WELFARE: \$0.90 per hour or \$36.00 per week or \$156.00 per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

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

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by

WAGE DETERMINATION NO.:94-2005 (Rev. 3) ISSUE DATE:04/25/1996 Page 8 of 9

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
(Standard Form 1444 (SF 1444))**

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the

WAGE DETERMINATION NO.:94-2005 (Rev. 3) ISSUE DATE:04/25/1996 Page 9 of 9

commencement date of the contract. (See Section 4.6 (C)(vi))
When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 13		3. EFFECTIVE DATE FEB 12 1997	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6)		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Pemco World Air Service Attn: Bob Hill Houston County, Municipal Airport Flight Line Drive Dothan, AL 36303	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
		10B. DATED (SEE ITEM 13) 6/26/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the 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 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)
PR: IA.0819; H15273; \$20,000 Obligated Complete

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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to increase the ceiling price of the subject contract by \$20,000 from— \$1,468,600 to \$1,488,600. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read s follows:

“The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$1,488,600 for this contract.”

(CONTINUED)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as herebefore 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) RICHARD C. SHISLER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED FEB 12 1997

FILE COPY.

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	42,350
Mod. No. 12	0
Mod. No. 13	<u>20,000</u>
Total Ceiling Price and Funding	\$1,488,600

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

14

3. EFFECTIVE DATE

JUN 04 1997

4. REQUISITION/PURCHASE REQ. NO.

See Block 12.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

7. ADMINISTERED BY (if other than Item 6)

CODE

National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Pemco World Air Service
Attn: Michael Antenneli
Houston County, Municipal Airport
Flight Line Drive
Dothan, AL 36303

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS1-96038

10B. DATED (SEE ITEM 13)

6/26/96

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the 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 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 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.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to exercise the first option period for the second year of contract performance pursuant to H.2, Options - Priced Options / Extended Term. Accordingly, the following changes are made to the Contract Schedule:

1. Section B.1.B, Supplies or Services and Price/Costs, is amended by substituting the Base Period rates with the rates for the First Option as set forth in Section H.2 Options.

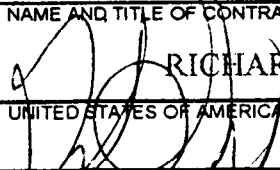
2. Section F.F.1, Period of Performance is amended to read as follows:

“ The period of performance of the contract shall be 24 months from the effective date of the contract.”

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED

(CONTINUED)

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)	
		RICHARD C. SHISLER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY 	JUN 04 1997
		(Signature of Contracting Officer)	

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	42,350
Mod. No. 12	0
Mod. No. 13	20,000
Mod. No. 14	0
Total Ceiling Price and Funding	<u>\$1,488,600</u>

OMB Approval # 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 15
3. EFFECTIVE DATE JUL 7 1997
4. REQUISITION/PURCHASE REQ. NO. See Block 12.
5. PROJECT NO. (if applicable)

6. ISSUED BY CODE
7. ADMINISTERED BY (if other than item 6) CODE
National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-0001

8. NAME AND ADDRESS OF CONTRACTOR (A/c, street, county, state, and Zip Code)
Pemco World Air Service
Attn: Michael Antonelli
Houston County, Municipal Airport
Flight Line Drive
Dothan, AL 36303
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
NAS1-96038
10B. DATED (SEE ITEM 13)
8/26/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing items 8 and 15, and returning copies of the 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 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)
PR: GNB.1274 : R21034 : (\$ 175,000) de-obligate complete

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.
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 MUTUAL AGREEMENT
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

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

The purpose of this modification is to decrease the ceiling price of the subject contract by \$175,000 from \$1,488,600 to \$1,313,600. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read as follows:
"The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$1,313,600 for this contract."

(CONTINUED)

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.
13A. NAME AND TITLE OF SIGNER (Type or print) MICHAEL A. ANTONELLI
13B. CONTRACTOR'S PERSON (Signature of person authorized to sign)
13C. DATE SIGNED 7-7-97
13A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RICHARD C. SHISLER
13B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)
13C. DATE SIGNED JUL 07 1997

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	42,350
Mod. No. 12	0
Mod. No. 13	20,000
Mod. No. 14	0
Mod. No. 15	<u>(\$175,000)</u>
Total Ceiling Price and Funding	\$1,313,600

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRAC CODE

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2. AMENDMENT/MODIFICATION NO. 16	3. EFFECTIVE DATE 11/21/97	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Pemco World Air Service Attn: Michael Antenelli Houston County, Municipal Airport Flight Line Drive Dothan, AL 36303	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
		10B. DATED (SEE ITEM 13) 6/26/96
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the 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 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)
PR: GNB.1363 : R22827: \$15,000 Obligate complete

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

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

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

The purpose of this modification is to increase the ceiling price of the subject contract by \$15,000 from \$1,313,600 to \$1,328,600. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read s follows:

“The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$1,328,600 for this contract.”

(CONTINUED)

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) RICHARD C. SHISLER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 11/21/97
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	42,350
Mod. No. 12	0
Mod. No. 13	20,000
Mod. No. 14	0
Mod. No. 15	(\$175,000)
Mod. No. 16	<u>15,000</u>
Total Ceiling Price and Funding	<u>\$1,328,600</u>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTR. ID CODE

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2. AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE 12/30/97	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Pemco World Air Service Attn: Michael Antenelli Houston County, Municipal Airport Flight Line Drive Dothan, AL 36303	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
		10B. DATED (SEE ITEM 13) 6/26/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment;
- (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
- (c) By separate 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)
PR: GNB.1374 : R22827: \$500,000 Obligate complete

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

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

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

The purpose of this modification is to increase the ceiling price of the subject contract by \$500,000 from \$1,328,600 to \$1,828,600. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read s follows:

“The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$1,828,600 for this contract.”

(CONTINUED)

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) RICHARD C. SHISLER
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 12/30/97
(Signature of person authorized to sign)	BY (Signature of Contracting Officer)

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	42,350
Mod. No. 12	0
Mod. No. 13	20,000
Mod. No. 14	0
Mod. No. 15	(175,000)
Mod. No. 16	15,000
Mod. No. 17	<u>500,000</u>
Total Ceiling Price and Funding	\$1,828,600

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT CODE

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2. AMENDMENT/MODIFICATION NO. 18		3. EFFECTIVE DATE 6/25/98		4. REQUISITION/PURCHASE REQ. NO. See Block 12.		5. PROJECT NO. (If applicable)	
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001				7. ADMINISTERED BY (If other than Item 6)			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Pemco World Air Service Attn: Michael Antenneli Houston County, Municipal Airport Flight Line Drive Dothan, AL 36303		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
			10B. DATED (SEE ITEM 13) 6/26/96
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the 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 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 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.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

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

The purpose of this modification is to exercise the second option period for the third year of contract performance pursuant to H.2, Options - Priced Options / Extended Term. Accordingly, the following changes are made to the Contract Schedule:

1. Section B.1.B, Supplies or Services and Price/Costs, is amended by replacing the First Option rates with the rates for the Second Option as setforth in Section H.2 Options.

2. Section F.F.1, Peroid of Performance is amended to read as follows:

“ The period of performance of the contract shall be 36 months from the effective date of the contract.”

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED

(CONTINUED)

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) RICHARD C. SHISLER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 6/25/98
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	42,350
Mod. No. 12	0
Mod. No. 13	20,000
Mod. No. 14	0
Mod. No. 15	(175,000)
Mod. No. 16	15,000
Mod. No. 17	500,000
Mod. No. 18	0
<u>Total Ceiling Price and Funding</u>	<u>\$1,828,600</u>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 19		3. EFFECTIVE DATE 1/4/99	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6)		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Pemco World Air Service Attn: Michael Antenelli Houston County, Municipal Airport Flight Line Drive Dothan, AL 36303		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
			10B. DATED (SEE ITEM 13) 6/26/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the 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 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)
PR: GP.1047 : H15358: \$100,000 Obligate complete

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

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

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

The purpose of this modification is to increase the ceiling price of the subject contract by \$100,000 from \$1,828,600 to \$1,928,600. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read as follows:

“The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$1,928,600 for this contract.”

(CONTINUED)

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) RICHARD C. SHISLER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	1/4/99

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	42,350
Mod. No. 12	0
Mod. No. 13	20,000
Mod. No. 14	0
Mod. No. 15	(175,000)
Mod. No. 16	15,000
Mod. No. 17	500,000
Mod. No. 18	0
<u>Mod. No. 19</u>	<u>100,000</u>
Total Ceiling Price and Funding	\$1,928,600

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID: DE PAGE OF PAGES: 1 2

2. AMENDMENT/MODIFICATION NO. 20	3. EFFECTIVE DATE 6/22/99	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Pemco World Air Service Attn: Michael Antenneli Houston County, Municipal Airport Flight Line Drive Dothan, AL 36303	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
		10B. DATED (SEE ITEM 13) 6/26/96
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ____ copies of the 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 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 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.
	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:
XX	D. OTHER (Specify type of modification and authority) H.2 Options

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

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

The purpose of this modification is to exercise the third option period for the fourth year of contract performance pursuant to H.2, Options - Priced Options / Extended Term. Accordingly, the following changes are made to the Contract Schedule:

1. Section B.1.B, Supplies or Services and Price/Costs, is amended by replacing the Second Option rates with the rates for the Third Option as set forth in Section H.2 Options.

2. Section F.F.1, Period of Performance is amended to read as follows:

“ The period of performance of the contract shall be 48 months from the effective date of the contract.”

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED

(CONTINUED)

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) RICHARD C. SHISLER
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 6/22/99
(Signature of person authorized to sign)	BY (Signature of Contracting Officer)

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	42,350
Mod. No. 12	0
Mod. No. 13	20,000
Mod. No. 14	0
Mod. No. 15	(175,000)
Mod. No. 16	15,000
Mod. No. 17	500,000
Mod. No. 18	0
Mod. No. 19	100,000
Mod. No. 20	0
Total Ceiling Price and Funding	\$1,928,600

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. COL CT ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 21	3. EFFECTIVE DATE 9/30/99	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (If other than Item 6)	CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Pemco World Air Service Attn: Michael Antenelli Houston County, Municipal Airport Flight Line Drive Dothan, AL 36303	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13) 6/26/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the 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 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)
PR: RD.1009; R24675; \$114,000 ; R23695; \$46,000 ; Total Obligation \$160,000 complete

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

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

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

The purpose of this modification is to increase the ceiling price of the subject contract by \$160,000 from \$1,928,600 to \$2,088,600. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read s follows:

“The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$2,088,600 for this contract.”

(CONTINUED)

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) RICHARD C. SHISLER
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 9/30/99
(Signature of person authorized to sign)	BY (Signature of Contracting Officer)

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	42,350
Mod. No. 12	0
Mod. No. 13	20,000
Mod. No. 14(Option 1)	0
Mod. No. 15	(175,000)
Mod. No. 16	15,000
Mod. No. 17	500,000
Mod. No. 18(Option 2)	0
Mod. No. 19	100,000
Mod. No. 20(Option 3)	0
Mod. No. 21	160,000
Total Ceiling Price and Funding	<u>\$2,088,600</u>

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 22	3. EFFECTIVE DATE 10/15/99	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Pemco World Air Service Attn: Michael Antenelli Houston County, Municipal Airport Flight Line Drive Dothan, AL 36303	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
		10B. DATED (SEE ITEM 13) 6/26/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended; is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the 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 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)
PR: RD.1013; R23747; \$30,000 Obligated Complete

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

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

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

The purpose of this modification is to increase the ceiling price of the subject contract by \$30,000 from \$2,088,600 to \$2,118,600. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read s follows:

“The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$2,118,600 for this contract.”

(CONTINUED)

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) RICHARD C. SHISLER		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 10/15/99

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	42,350
Mod. No. 12	0
Mod. No. 13	20,000
Mod. No. 14(Option 1)	0
Mod. No. 15	(175,000)
Mod. No. 16	15,000
Mod. No. 17	500,000
Mod. No. 18(Option 2)	0
Mod. No. 19	100,000
Mod. No. 20(Option 3)	0
Mod. No. 21	160,000
Mod. No. 22	30,000
<hr/>	
Total Ceiling Price and Funding	\$2,118,600

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTR ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 23	3. EFFECTIVE DATE 12/6/99	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6)		CODE

National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Pemco World Air Service Attn: Michael Antenelli Houston County, Municipal Airport Flight Line Drive Dothan, AL 36303	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
		10B. DATED (SEE ITEM 13) 6/26/96
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ___ copies of the 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 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)

PR: RD.1028; M4018; \$850,000 Obligated Complete

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

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

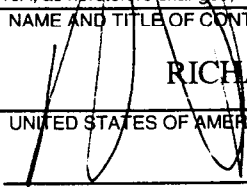
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to increase the ceiling price of the subject contract by \$850,000 from \$2,118,600 to \$2,968,600. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read s follows:

“The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$2,968,600 for this contract.”

(CONTINUED)

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) RICHARD C. SHISLER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 12/6/99

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	42,350
Mod. No. 12	0
Mod. No. 13	20,000
Mod. No. 14(Option 1)	0
Mod. No. 15	(175,000)
Mod. No. 16	15,000
Mod. No. 17	500,000
Mod. No. 18(Option 2)	0
Mod. No. 19	100,000
Mod. No. 20(Option 3)	0
Mod. No. 21	160,000
Mod. No. 22	30,000
Mod. No. 23	850,000
<hr/>	
Total Ceiling Price and Funding	\$2,968,600

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. 24
3. EFFECTIVE DATE DEC 23 1999
4. REQUISITION/PURCHASE REQ. NO. See Block 12.
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE
National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-0001

7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Permco World Air Service
Attn: Michael Antenelli
Houston County, Municipal Airport
Flight Line Drive
Dothan, AL 36303

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
10B. DATED (SEE ITEM 13) 6/26/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning ___ copies of the 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 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)
PR: RD.1031; M4017; \$100,000 Obligated Complete

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

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

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

The purpose of this modification is to increase the ceiling price of the subject contract by \$100,000 from \$2,968,600 to \$3,068,600. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read as follows:

“The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$3,068,600 for this contract.”

(CONTINUED)

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

15A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RICHARD C. SHISLER
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED
BY (Signature of Contracting Officer) DEC 23 1999
(Signature of person authorized to sign)

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	42,350
Mod. No. 12	0
Mod. No. 13	20,000
Mod. No. 14(Option 1)	0
Mod. No. 15	(175,000)
Mod. No. 16	15,000
Mod. No. 17	500,000
Mod. No. 18(Option 2)	0
Mod. No. 19	100,000
Mod. No. 20(Option 3)	0
Mod. No. 21	160,000
Mod. No. 22	30,000
Mod. No. 23	850,000
Mod. No. 24	100,000
Total Ceiling Price and Funding	\$3,068,600

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT NO. DE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 25	3. EFFECTIVE DATE 5/23/00	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001	7. ADMINISTERED BY (If other than Item 6)	CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Pemco World Air Service Attn: Michael Antenneli Houston County, Municipal Airport Flight Line Drive Dothan, AL 36303	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
		10B. DATED (SEE ITEM 13) 6/26/96
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the 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 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)
PR: RDJ.1045; R26460; \$180,000 Obligated Complete

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.
	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:
XX	D. OTHER (Specify type of modification and authority) H.2 Options

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

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

The purpose of this modification is to exercise the fourth option period for the fifth year of contract performance pursuant to H.2, Options - Priced Options / Extended Term and to increase the ceiling price by \$180,000 from \$3,068,600 to \$3,248,600. Accordingly, the following changes are made to the Contract Schedule:

1. Section B.1.B, Supplies or Services and Price/Costs, is amended by replacing the Third Option rates with the rates for the Fourth Option as set forth in Section H.2 Options.

(CONTINUED)

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) RICHARD C. SHISLER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED 5/23/00
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

FILE COPY

2. Section B,B2, Ceiling Price and Rates, Paragraph A is revised to read as follows:

“ The Government estimates that the task orders will be authorized for the required parts and services in an amount not to exceed \$ 3,248,600 for this contract.”

3. Section F.F.1, Peroid of Performance is amended to read as follows:

“ The period of performance of the contract shall be 60 months from the effective date of the contract.”

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN UNCHANGED

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	42,350
Mod. No. 12	0
Mod. No. 13	20,000
Mod. No. 14	0
Mod. No. 15	(175,000)
Mod. No. 16	15,000
Mod. No. 17	500,000
Mod. No. 18	0
Mod. No. 19	100,000
Mod. No. 20	0
Mod. No. 21	160,000
Mod. No. 22	30,000
Mod. No. 23	850,000
Mod. No. 24	100,000
Mod. No. 25	180,000
<hr/> Total Ceiling Price and Funding	<hr/> \$3,248,600

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 26		3. EFFECTIVE DATE JUL 18 2000	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Langley Research Center Hampton, VA 23681-0001		7. ADMINISTERED BY (If other than Item 6)		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Pemco World Air Service Attn: Michael Antenelli Houston County, Municipal Airport Flight Line Drive Dothan, AL 36303		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
			10B. DATED (SEE ITEM 13) 6/26/96

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- (a) By completing Items 8 and 15, and returning _____ copies of the amendment;
- (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
- (c) By separate 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)
PR: RD.1072; R26498; \$100,000 Obligated Complete

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

E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.

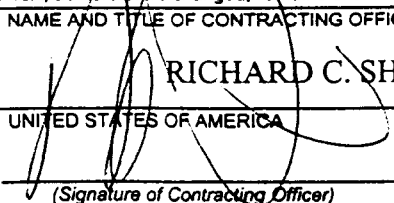
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to increase the ceiling price of the subject contract by \$100,000 from \$3,248,600 to \$3,348,600. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read s follows:

“The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$3,348,600 for this contract.”

(CONTINUED)

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) RICHARD C. SHISLER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 11 18 2000
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	42,350
Mod. No. 12	0
Mod. No. 13	20,000
Mod. No. 14(Option 1)	0
Mod. No. 15	(175,000)
Mod. No. 16	15,000
Mod. No. 17	500,000
Mod. No. 18(Option 2)	0
Mod. No. 19	100,000
Mod. No. 20(Option 3)	0
Mod. No. 21	160,000
Mod. No. 22	30,000
Mod. No. 23	850,000
Mod. No. 24	100,000
Mod. No. 25	180,000
<u>Mod. No. 26</u>	<u>100,000</u>
Total Ceiling Price and Funding	\$3,348,600

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTR ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 27	3. EFFECTIVE DATE 8/1/00	4. REQUISITION/PURCHASE REQ. NO. See Block 12.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE		

National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-0001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Pemco World Air Service Attn: Michael Antenelli Houston County, Municipal Airport Flight Line Drive Dothan, AL 36303	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-96038
		10B. DATED (SEE ITEM 13) 6/26/96
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ____ copies of the 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 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)
PR: RD.1077; R26196; \$60,000 and M4017; \$40,000 Total Obligation \$100,000 Complete

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

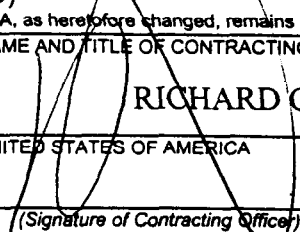
E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to increase the ceiling price of the subject contract by \$100,000 from \$3,348,600 to \$3,448,600. Accordingly, the first sentence of Paragraph A of Section B, B.2, Ceiling Price and Rates, is revised to read s follows:

“The Government estimates that task orders will be authorized for the required parts and services in an amount not to exceed \$3,448,600 for this contract.”

(CONTINUED)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as herebefore 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) RICHARD C. SHISLER		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY 	16C. DATE SIGNED 8/1/00
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

FILE COPY

CONTRACT SUMMARY

Ceiling Price/Funding

Basic Contract	\$ 25,000
Mod. No. 1	300,000
Mod. No. 2	125,000
Mod. No. 3	126,000
Mod. No. 4	340,000
Mod. No. 5	0
Mod. No. 6	117,000
Mod. No. 7	315,000
Mod. No. 8	46,250
Mod. No. 9	10,000
Mod. No. 10	22,000
Mod. No. 11	42,350
Mod. No. 12	0
Mod. No. 13	20,000
Mod. No. 14(Option 1)	0
Mod. No. 15	(175,000)
Mod. No. 16	15,000
Mod. No. 17	500,000
Mod. No. 18(Option 2)	0
Mod. No. 19	100,000
Mod. No. 20(Option 3)	0
Mod. No. 21	160,000
Mod. No. 22	30,000
Mod. No. 23	850,000
Mod. No. 24	100,000
Mod. No. 25	180,000
Mod. No. 26	100,000
Mod. No. 27	100,000
Total Ceiling Price and Funding	\$3,448,600