

## **CONTRACT NAS1-98108 (Modifications)**

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

- Section H.14, Advance Agreement on Indirect Rates and Estimated Cost and Fixed Fee, Modification 1;
- Estimated Cost and Fixed Fees, Modifications 2 through 7;

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 costing practices and management approaches. 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 4

2. AMENDMENT/MODIFICATION NO. 1  
3. EFFECTIVE DATE 5/1/98  
4. REQUISITION/PURCHASE REQ. NO.  
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)  
Calspan Corporation  
ATTN: Thomas M. Pleban  
4455 Genesee Street  
PO Box 400  
Buffalo NY 14225  
9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO.  
NAS1-98108  
10B. DATED (SEE ITEM 13)  
4/7/98  
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)

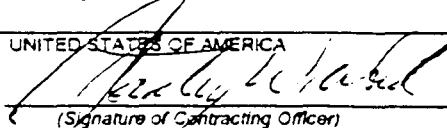
E. IMPORTANT: Contractor is not, X is requested to sign this document and return 1 acknowledgment copy to the issuing office.

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

The purpose of this modification is to incorporate one Article and update two Articles, and add one clause into the subject contract, in accordance with the Calspan proposal dated January 20, 1998, and to incorporate changes to the schedule which were made in the two Amendments to the Request for Proposals as acknowledged in said Calspan proposal. Accordingly, the contract is hereby modified as follows:

CONTINUED ON PAGE 2

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)  
Stanley W. Ward  
15B. CONTRACTOR/OFFEROR  
15C. DATE SIGNED  
16B. UNITED STATES OF AMERICA  
BY  (Signature of Contracting Officer)  
16C. DATE SIGNED  
4/10/98

1. The following changes are hereby made in Section C., Description/Specifications/Work Statement, under C.1, Statement of Work:

1.a. The following is hereby added as the second sentence of subsection 3.1:

"Calibration, as related to balances, includes set-up, check-out, and validation of operation, but NOT the actual calibration of balances to a standard."

1.b. Subsection 7.9 is hereby replaced to reflect the substitution of the words "paragraph 2.4" with "paragraph 2.3" as follows:

"7.9 The Contractor shall develop, update, and maintain a database of critical items and spares as identified in paragraph 2.3."

1.c. The fourth to last sentence in subsection 9.2 is hereby replaced to reflect the substitution of the term "MPC" with "NTF tunnel simulator" as follows:

"The PCS is a troubleshooting tool used to analyze NTF tunnel simulator system problems and is capable of modeling the tunnel's automated processes."

1.d. Subsection 10.3, the second sentence is hereby replaced to reflect the deletion of the term "wall-interference system," and to clarify the sentence as follows:

"During tunnel operations, the Contractor shall maintain all network communications and interfaces to the video system, on-line graphics system, or other systems, which must be up and functioning at least 98% of the time."

2. The following hereby replaces Article G.4, Ordering Procedures:

#### "G.4 ORDERING PROCEDURES

##### A. Task Orders

All work which is either a Special Project, or other specialized support effort, will be issued by either the Contracting Officer or the Contracting Officer's Technical Representative, hereinafter referred to as the COTR, via a written Task Order. Task Orders will be one of two types, as set forth in 1. and 2., below.

1. Short term, low magnitude, or non-complex/routine Task Orders, as determined by the COTR, will be issued by the COTR and then, if required, negotiated directly with the Contractor. Task Orders of this type will be considered to be effective, and thereby converted to Task/Test Requests (TTRs), immediately upon mutual agreement as to, as applicable, the estimated cost, the estimated schedule, and the description of the requirement itself. No Task Order may become a TTR until all issues are resolved, and the Task Order has been accepted by both parties. The Contractor shall retain one copy of the TTR, and one copy shall be returned to the COTR upon completion of the work specified therein, containing, as applicable, actual completion dates and/or delivery dates, actual man-hours expended, actual material and labor costs incurred, and any remarks which the Contractor may wish to make with respect to his performance thereunder.

2. Long term, high magnitude, or complex Task Orders will be accomplished in two phases. The first phase will involve a planning Task Order to determine preliminary requirements, staffing requirements, preliminary top level design, schedule, proposed costs, and other factors. The output of the planning Task Order will be a project proposal. The second phase will be the actual implementation Task Order for the designing, furnishing, installing, maintaining or performance of the product or services. Once a Task Order has been issued by the COTR and accepted by the Contractor, the document, once signed by both parties, becomes a Task/Test Request (TTR), and is used by both the Contractor and the Government to track the Task through completion.

2. a. Work of this type will be initiated on a Task Order Form, which will be prepared by the COTR. The form will then be submitted to the Contractor for preparation of a project proposal. During development of the Task Order, the Government and the Contractor will discuss the following: task requirements, top level design, Contractor's proposal to accomplish the task, and required schedule. The Contractor's project proposal shall address these factors and shall be completed by the Contractor within a schedule agreed to by the COTR and Contractor and submitted to the COTR for review.

2. b. After the COTR reviews and approves the project proposal, a signature page for the Task Order proposal will be submitted to the COTR for approval and signature, and assignment of a tracking number; after this takes place, the document has become a TTR, and shall be so tracked and reported regarding progress related thereto. The TTR will identify the work to be performed, performance metrics, the location of the work, a delivery schedule, and a cost limitation. The Contractor shall acknowledge receipt and acceptance of each Task Order within three working days after receipt. If the Contractor cannot comply with a Task Order requirement, the Contractor shall so indicate in the receipt acknowledgment, and shall note the changes required for acceptance, prior to completing the steps leading to the Task Order's being accepted, signed, and becoming a TTR. Any differences must be resolved between the parties and the order modified to reflect the agreement. Any required modifications to the executed TTR during the performance period will be approved through the same process described above, except that a separate planning Task Order will not be required.

c. The Task Order/TTR will be furnished to the Contractor, who shall retain one copy, and one copy shall be returned to the COTR upon completion of the work specified therein, containing, as applicable, actual completion dates and/or delivery dates, actual man-hours expended, actual material and labor costs incurred, and any remarks which the Contractor may wish to make with respect to his performance thereunder.

#### B. Contract Scope

If any work issued is considered by the Contractor to be outside the scope of this contract, or if the Contractor has reason to believe that he will exceed the scope of his contractual obligation (e.g. contract funding, contract estimated cost) in the performance thereof, the Contractor shall immediately notify the COTR in writing, and shall not perform any work pending resolution by the COTR."

3. The following list of Key Personnel is hereby added to the end paragraph (c) of Article H.2, KEY PERSONNEL AND FACILITIES:

Casper Catalanotto, Allen Kilgore, Larry C. Rash, Dr. Sundareswara Balakrishna, David H. Butler, Arbie L. Wright, John C. Masten, Charles E. Whitley, Lynn E. Bobbitt, John L. Stobierski, Roy G. Skeen, Robert J. Done, John F. Bledsoe, Frank L. Beltnick, Jeremiah J. Berry

4. The following is added as Article H.14:

"H.14 ADVANCE AGREEMENT ON INDIRECT RATE(S) (LaRC 52.231-90) (JUN 1988)

A. Notwithstanding the provisions of the Section I clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the indirect ceiling rates specified below or the actual rates, whichever are less, for the period of this contract. The Contractor's fiscal year is N/A. Any costs that are not reimbursed due to the ceilings shall be deemed unallowable costs. These unallowable costs shall not be recovered under this or any other Government contract.

<u>Indirect Cost Pool</u>	<u>Ceiling Percentage</u>	<u>Allocation Base</u>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

B. The above rate ceilings are predicated upon the bases listed above and the accounting practices and accounting system in effect on January 20, 1998. If the Contractor changes its accounting practices or accounting system in any way, the Contractor shall immediately notify the Government. Within 30 days of such a change the Contractor shall present to the Contracting Officer information that demonstrates that the change will not impact the allowable cost computed using the above rates or shall submit a proposal for adjustment of the ceilings so that the total costs allowable will not exceed the total costs that would have been allowable had the Contractor not changed its accounting practices or accounting system. In the event that the parties cannot agree on new ceilings using the Contractor's new accounting practices or system and the Contractor does not agree to the previous accounting practices and system, the Contracting Officer may equitably adjust the ceilings."

5. The following FAR clause is hereby added to SECTION I, CONTRACT CLAUSES, into I.1, LISTING OF CLAUSES INCORPORATED BY REFERENCE:

"52.215-31 Waiver of Facilities Capital Cost of Money (SEP 1987)"

6. All other terms and conditions remain unchanged.

SUMMARY OF CONTRACT ACTIONS

<u>ACTION</u>	<u>COST ADDED</u>	<u>FIXED FEE ADDED</u>	<u>TOTAL CPFF</u>	<u>FUNDING ADDED</u>
AWARD MOD 1	[REDACTED]	[REDACTED]	\$2,684,032 0	\$875,000 0
TOTALS	[REDACTED]	[REDACTED]	\$2,684,032	\$875,000 *

\* Includes [REDACTED] for cost, and [REDACTED] for fee.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. <b>2</b>	3. EFFECTIVE DATE 5/1/98	4. REQUISITION/PURCHASE REQ. NO.	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)  Calspan Corporation ATTN: Thomas M. Pleban 4455 Genesee Street PO Box 400 Buffalo NY 14225			(x)	9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98108	
				10B. DATED (SEE ITEM 13) 4/7/98	
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)**

DAE.1191, \$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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor X is not, is requested 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 add \$100,000 in incremental funding to the contract, of which [redacted] is added to the cost funding, and [redacted] is added to the fee funding.

Accordingly, the contract is hereby modified as follows:

CONTINUED ON PAGE 2

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) Stanley W. Ward	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Stanley W. Ward</i> (Signature of Contracting Officer)	16C. DATE SIGNED 5/17/98
(Signature of person authorized to sign)			

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1. Article B.3, Contract Funding, is hereby replaced by the following to reflect this funding addition:

"(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for cost only, and covers the following estimated period of performance: 5/1/98 through 9/30/98.

(b) An additional amount of [REDACTED] is obligated under this contract for payment of fee."

2. All other terms and conditions remain unchanged.

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**SUMMARY OF CONTRACT ACTIONS**

<u>ACTION</u>	<u>COST ADDED</u>	<u>FIXED FEE ADDED</u>	<u>TOTAL CPFF</u>	<u>FUNDING ADDED</u>
AWARD	[REDACTED]	[REDACTED]	\$2,684,032	\$875,000
MOD 1	[REDACTED]	[REDACTED]	0	0
MOD 2	[REDACTED]	[REDACTED]	0	100,000
	-----	-----	-----	-----
TOTALS	[REDACTED]	[REDACTED]	\$2,684,032	\$975,000 *

\* Includes [REDACTED] for cost, and [REDACTED] for fee.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE		PAGE OF PAGES	
1		2	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
3	5/1/98		
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)	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98108
		10B. DATED (SEE ITEM 13) 4/7/98
CODE	FACILITY CODE	

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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)

**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, X is requested to sign this document and return 3 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 make administrative corrections resulting from Modification 1 to the contract, and to the contract itself.

Accordingly, the following changes are hereby made :

CONTINUED ON PAGE 2

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)	
Thomas Pleban		Stanley W. Ward	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	5/4/98	BY (Signature of Contracting Officer)	5/11/98

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1. The information contained in Modification 1 to the contract is corrected as follows:
  - a. on page 2 of 4 of the Modification, under 1.d., the cited Subsection is corrected to be 10.2, and not 10.3;
  - b. on page 3 of 4, the spelling of the last name thereon is corrected to be Jeremiah J. Barry, not Berry.
2. In the contract's Exhibit C - Contract Documentation Requirements, Section I, subsection D., entitled Report of Government-Owned/Contractor Held Property (NASA Form 1018), this entire subsection D. is hereby deleted.
3. In the contract's Exhibit C - Contract Documentation Requirements, Section II, subsection C., the following Documents and their associated distributions are hereby deleted from the list:
  - a. Quality Plan
  - b. Biweekly Manpower Report
  - c. Report of Government-Owned/Contractor Held Property (NASA Form 1018).
4. All other terms and conditions remain unchanged.

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**SUMMARY OF CONTRACT ACTIONS**

<u>ACTION</u>	<u>COST ADDED</u>	<u>FIXED FEE ADDED</u>	<u>TOTAL CPFF</u>	<u>FUNDING ADDED</u>
AWARD	██████████	██████████	\$2,684,032	\$875,000
MOD 1	██████████	██████████	0	0
MOD 2	██████████	██████████	0	100,000
MOD 3	██████████	██████████	0	0
<b>TOTALS</b>	██████████	██████████	<b>\$2,684,032</b>	<b>\$975,000 *</b>

\* Includes ██████████ for cost, and ██████████ for fee.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 4	3. EFFECTIVE DATE JUL 23 1998	4. REQUISITION/PURCHASE REQ. NO.	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)  Calspan Corporation ATTN: Thomas M. Pleban 4455 Genesee Street PO Box 400 Buffalo NY 14225	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
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12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
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 X is not, is requested to sign this document and return \_\_\_\_\_ copies to the issuing office.

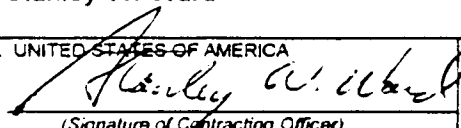
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to replace the contract's DD-254 security classification form with an updated version. Accordingly, the following changes are hereby made to the Contract Schedule:

Exhibit A to the contract, Department of Defense Contract Security Classification Specification, Form DD 254, is hereby replaced by the attached updated Form.

(Continued on next page)

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) Stanley W. Ward
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED JUL 23 1998

**FILE COPY**

2. All other terms and conditions remain unchanged.

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**SUMMARY OF CONTRACT ACTIONS**

<u>ACTION</u>	<u>COST ADDED</u>	<u>FIXED FEE ADDED</u>	<u>TOTAL CPFF</u>	<u>FUNDING ADDED</u>
AWARD	[REDACTED]	[REDACTED]	\$2,684,032	\$875,000
MOD 1	[REDACTED]	[REDACTED]	0	0
MOD 2	[REDACTED]	[REDACTED]	0	100,000
MOD 3	[REDACTED]	[REDACTED]	0	0
MOD 4	[REDACTED]	[REDACTED]	0	0
	_____	_____	_____	_____
<b>TOTALS</b>	[REDACTED]	[REDACTED]	<b>\$2,684,032</b>	<b>\$975,000 *</b>

\* Includes [REDACTED] for cost, and [REDACTED] for fee.

<p><b>DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i></p>	<p>1. CL. <b>ANCE AND SAFEGUARDING</b></p> <p>2. FACILITY CLEARANCE REQUIRED <b>SECRET</b></p> <p>3. LEVEL OF SAFEGUARDING REQUIRED <b>NONE</b></p>
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2. THIS SPECIFICATION IS FOR: <small>(X and complete as applicable)</small>		3. THIS SPECIFICATION IS: <small>(X and complete as applicable)</small>	
X	a. PRIME CONTRACT NUMBER <b>NAS1-98108</b>	X	4. ORIGINAL <small>(Complete date in all cases)</small> <b>98/05/01</b>
	b. SUBCONTRACT NUMBER		5. REVISED <small>(Supersedes all previous specs)</small> Revision No.
	c. SOLICITATION OR OTHER NUMBER      Due Date <small>(YYMMDD)</small>		c. FINAL <small>(Complete item 5 in all cases)</small> Date <small>(YYMMDD)</small>

4. IS THIS A FOLLOW-ON CONTRACT?     YES     NO    If Yes, complete the following:

Classified material received or generated under \_\_\_\_\_ (Preceding Contract Number) is transferred to the follow-on contract.

5. IS THIS A FINAL DD FORM 254?     YES     NO    If Yes, complete the following:

In response to the contractor's request dated \_\_\_\_\_, retention of the identified classified material is authorized for the period of \_\_\_\_\_

3. CONTRACTOR <small>(Include Commercial and Government Entity (CAGE) Code)</small>		
a. NAME, ADDRESS, AND ZIP CODE <b>CALSPAN CORP 4455 GENESEE ST/P.O. BOX 400 BUFFALO, NY 14225</b>	b. CAGE CODE <b>92325</b>	c. COGNIZANT SECURITY OFFICE <small>(Name, Address, and Zip Code)</small> <b>DEFENSE SECURITY SERVICES 770 WOODLANE RD. SUITE 12 MT. HOLLY NEW JERSEY 08060-3802</b>

7. SUBCONTRACTOR		
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <small>(Name, Address, and Zip Code)</small>

3. ACTUAL PERFORMANCE		
a. LOCATION <b>NASA Langley Research Center BLDG. 1236, 5 WEST TAYLOR STREET Hampton, VA 23681-0001</b>	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <small>(Name, Address, and Zip Code)</small>

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT  
**NATIONAL TRANSONIC FACILITY OPERATIONS SUPPORT**

10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X	1. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X
b. RESTRICTED DATA		X	2. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	3. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA		X	4. FABRICATE, MODIFY OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION		X	5. PERFORM SERVICES ONLY	X
(1) Sensitive Compartmented Information (SCI)		X	6. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
(2) Non-SCI		X	7. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION		X	8. REQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION		X	9. HAVE TEMPEST REQUIREMENTS	
h. FOREIGN GOVERNMENT INFORMATION		X	10. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION		X	11. BE AUTHORIZED TO USE THE DEFENSE JOURNAL SERVICE	
j. FOR OFFICIAL USE ONLY INFORMATION		X	OTHER Security:	
k. OTHER Security:				

# EXHIBIT A

**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U. S. Government authority. Proposed public release shall be submitted for approval.

Direct  Through (Specify):

"NASA LANGLEY RESEARCH CENTER, M/S 126, HAMPTON VA. 23681-0001" ATTENTION: STANLEY WARD, CONTRACTING OFFICER, THOMAS SMITH, COTR.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
 \*In the case of non-DOO User Agencies, requests for disclosure shall be submitted by that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for the classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance of the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

**ALL WORK ON THIS CONTRACT WILL BE PERFORMED AT GOVERNMENT FACILITIES WHERE CLASSIFICATION GUIDANCE WILL BE PROVIDED AS NECESSARY.**

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. (If yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.) YES  NO

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed.) YES  NO

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL <b>Sam A. Harvey</b>	b. TITLE <b>Program Security Officer</b>	c. TELEPHONE (Include Area Code) <b>757-864-6507</b>
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d. ADDRESS (Include Zip Code)  
**NASA LANGLEY RESEARCH CENTER  
 M/S 411  
 HAMPTON VA. 23681-0001**

17. REQUIRED DISTRIBUTION	
<input checked="" type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/>	d. U. S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input type="checkbox"/>	f. OTHERS AS NECESSARY

e. SIGNATURE

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 5	3. EFFECTIVE DATE 5/14/98	4. REQUISITION/PURCHASE REQ. NO.	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)  Calspan Corporation ATTN: Thomas M. Pleban 4455 Genesee Street PO Box 400 Buffalo NY 14225	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98108
		10B. DATED (SEE ITEM 13) 4/7/98
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)

**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 X is not, X is requested to sign this document and return 3 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 replace the existing clause by incorporate the updated Year 2000 Compliance clause into the contract. Accordingly, the following changes are hereby made to the Contract Schedule:

(Continued on next page)

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) Thomas Pleban Director Contracts & Procurement	18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stanley W. Ward
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 7-20-98
16B. UNITED STATES OF AMERICA BY	16C. DATE SIGNED JUL 23 1998

**FILE COPY**

1. I. The following clause, entitled "Year 2000 Compliance," hereby replaces the clause entitled Commercial Computer Software and Systems, contained at Article H.14 of the contract:

**H.14 YEAR 2000 COMPLIANCE (MAY 1998)**

(a) Definition: "Year 2000 compliant," as used in this clause, means that the information technology (hardware, software and firmware, including embedded systems or any other electro-mechanical or processor-based systems used in accordance with its associated documentation) accurately processes date and date-related data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date and date-related data with it.

(b) Any information technology provided, operated and/or maintained under this contract is required to be Year 2000 compliant. In addition, the Contractor shall provide documentation describing how the acquired items or services demonstrate Year 2000 compliance, consisting of: standard product literature or test reports for commercial items, and certification for complex systems or contractor-generated applications/ software. Should any other such documentation be required, it will be specified by individual Task Order.

(c) The Contractor warrants that any information technology items or services provided under this contract that involve the processing of date and date-related data are Year 2000 compliant. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system.

(d) The duration of this warranty and the remedies available to the Government for breach of this warranty shall be defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this contract (including paragraph (c) of this clause), provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall, at a minimum, include repair or replacement of any provided item or service whose non-compliance is discovered and made known to the contractor in writing within 90 days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

2. All other terms and conditions remain unchanged.

\*\*\*\*\*  
**SUMMARY OF CONTRACT ACTIONS**

<u>ACTION</u>	<u>COST ADDED</u>	<u>FIXED FEE ADDED</u>	<u>TOTAL CPFF</u>	<u>FUNDING ADDED</u>
AWARD	██████████	██████████	\$2,684,032	\$875,000
MOD 1	██████████	██████████	0	0
MOD 2	██████████	██████████	0	100,000
MOD 3	██████████	██████████	0	0
MOD 4	██████████	██████████	0	0
MOD 5	██████████	██████████	0	0
<b>TOTALS</b>	██████████	██████████	<b>\$2,684,032</b>	<b>\$975,000 *</b>

\* Includes ██████████ for cost, and ██████████ for fee.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 6	3. EFFECTIVE DATE 10/23/98	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	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Calspan Corporation ATTN: Thomas M. Pleban 4455 Genesee Street PO Box 400 Buffalo NY 14225	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98108
		10B. DATED (SEE ITEM 13) 4/7/98
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 DAE.1252, R23849, \$228,000 (Partial)

**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 X is not, X is requested to sign this document and return 1 acknowledgement 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 add \$228,000 in incremental funding to the contract, of which [redacted] is added to the cost funding, and [redacted] is added to the fee funding.

Accordingly, the contract is hereby modified as follows:

CONTINUED ON PAGE 2

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) Stanley W. Ward	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/23/98
(Signature of person authorized to sign)			

FILE



1. Article B.3, Contract Funding, is hereby replaced by the following to reflect this funding addition:

“(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for cost only, and covers the following estimated period of performance: May 1, 1998 through November 30, 1998.

(b) An additional amount of [REDACTED] is obligated under this contract for payment of fee.”

2. All other terms and conditions remain unchanged.

.....

**SUMMARY OF CONTRACT ACTIONS**

<u>ACTION</u>	<u>COST ADDED</u>	<u>FIXED FEE ADDED</u>	<u>TOTAL CPFF</u>	<u>FUNDING ADDED</u>
AWARD	[REDACTED]	[REDACTED]	\$2,684,032	\$875,000
MOD 1	[REDACTED]	[REDACTED]	0	0
MOD 2	[REDACTED]	[REDACTED]	0	100,000
MOD 3	[REDACTED]	[REDACTED]	0	0
MOD 4	[REDACTED]	[REDACTED]	0	0
MOD 5	[REDACTED]	[REDACTED]	0	0
MOD 6	[REDACTED]	[REDACTED]	0	228,000
<b>TOTALS</b>	[REDACTED]	[REDACTED]	\$2,684,032	\$1,203,000 *

\* Includes [REDACTED] for cost, and [REDACTED] for fee.

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

2. AMENDMENT/MODIFICATION NO. 7		3. EFFECTIVE DATE 11/10/98	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)	CODE	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  Calspan Corporation ATTN: Thomas M. Pleban 4455 Genesee Street PO Box 400 Buffalo NY 14225	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. NAS1-98108
		10B. DATED (SEE ITEM 13) 4/7/98

**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 DAE.1252, R23849, \$380,000 (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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

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

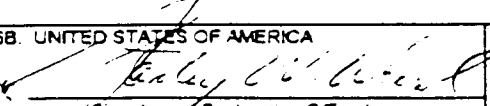
**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

The purpose of this modification is to add \$380,000 in incremental funding to the contract, of which [redacted] is added to the cost funding, and [redacted] is added to the fee funding.

Accordingly, the contract is hereby modified as follows:

CONTINUED ON PAGE 2

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) Stanley W. Ward	
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 11/10/98

**FILE**

1. Article B.3, Contract Funding, is hereby replaced by the following to reflect this funding addition:

"(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is [REDACTED]. This allotment is for cost only, and covers the following estimated period of performance: May 1, 1998 through January 31, 1999.

(b) An additional amount of [REDACTED] is obligated under this contract for payment of fee."

2. All other terms and conditions remain unchanged.

**SUMMARY OF CONTRACT ACTIONS**

<u>ACTION</u>	<u>COST ADDED</u>	<u>FIXED FEE ADDED</u>	<u>TOTAL CPFF</u>	<u>FUNDING ADDED</u>
AWARD	[REDACTED]	[REDACTED]	\$2,684,032	\$875,000
MOD 1	[REDACTED]	[REDACTED]	0	0
MOD 2	[REDACTED]	[REDACTED]	0	100,000
MOD 3	[REDACTED]	[REDACTED]	0	0
MOD 4	[REDACTED]	[REDACTED]	0	0
MOD 5	[REDACTED]	[REDACTED]	0	0
MOD 6	[REDACTED]	[REDACTED]	0	228,000
MOD 6	[REDACTED]	[REDACTED]	0	380,000
<b>TOTALS</b>	[REDACTED]	[REDACTED]	<b>\$2,684,032</b>	<b>\$1,583,000 *</b>

\* Includes [REDACTED] for cost, and [REDACTED] for fee.