AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 / 3

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQ./PURCH REQ.#	5. PROJECT NO. (IF APPLICABLE)
P00004	8-Jul-03		

6. ISSUED BY CODE
NAVAL INVENTORY CONTROL POINT
5450 CARLISLE PIKE, P.O. BOX 2020
MECHANICSBURG, PA 17055-0788
POC: TERRI BAXTER, CODE 0272.15
Email: Terri.Baxter@Navy.Mil

7. ADMINISTERED BY CODE N00104
SAME AS BLOCK 6
T. S. BAXTER
CODE: 0272.15
PHONE: (717) 605-2003
EMAIL: Terri.Baxter@Navy.Mil

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
LITRONIC, INC., A DIVISION OF SSP SOLUTIONS, INC.
17861 CARTWRIGHT ROAD
IRVINE, CA 92614
POC: JOHN ESSER
PHONE: (703) 905-9700
Email: John.Esser@sspsolutions.com

CODE 1NFM6 FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10a. MODIFICATION OF CONTRACT/ORDER
N00104-02-D-Q667

X

10B. DATED (SEE ITEM 13)
7-Aug-02

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers ☐ is ☐ is not extended.

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 solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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

13. THIS ITEM APPLIES ONLY TO THE MODIFICATION OF CONTRACTS/ORDERS AS SPECIFIED ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: 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 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: **FAR 43.103(a)(3)**
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (including solicitation/contract subject matter where feasible.)

See Pages 2 thru 3

DISTRIBUTION:
(2) PURCHASE FOLDER
(1) CONTRACTOR
(1) PMO - SPAWAR SAN DIEGO, CA 92152, ATTN: STEVE THOMPSON/CODE 2829
(1) FMO - SSC CHARLESTON NORFOLK OFFICE, CODE 645.2, BLDG V-53/JAKKI RIGHTMEYER, PO BOX 1376, NORFOLK, VA 23511-2130
(1) HQ SSG/ITS, ATTN: BOB HAMRICK, 501 EAST MOORE DRIVE, BLDG 884, RM 1437, MAXWELL AFB-GUNTER ANNEX, AL 36114-3004
(1) PEO ENTER. INFO. SYS. ASST PROJECT MGR., ARMY SMALL COMPUTER PROGRAM, SFAE-PS-EI-SCP (Attn: Financial Support Group), FORT MONMOUTH, NJ 07703

Except as provided herein, all other terms and conditions of the contract remain 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)	
		R. L. KLINGER **CONTRACTING OFFICER**	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY R L Klinger	16C.DATE SIGNED **07/08/03**
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

1. The Department of the Army is no longer participating in the fee-sharing program. To accommodate this change, Paragraph B6 found on pages 12 and 13 of the Contract is hereby deleted and replaced with the following:

B6. Fees and Payments

a. Acquisition, Contracting, and Technical (ACT) Fee. The cost of awarding, administering and managing this Contract is included in the prices charged to ordering activities. The ACT fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e. January - March, April - June, July - September, and October - December) or as otherwise requested by the Software Product Manager (SPM) and is due thirty (30) days following the completion of the reporting period. Negative reports are required. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest). Failure of the Contractor to pay the ACT fee in a timely manner may result in termination of the Contract.

b. Fee Distribution. The Navy and Air Force are participating in a fee-sharing program. The contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated DON, DOA, DOAF or DOD as appropriate. Do not issue fee checks until written approval is received for the Report of Sales.

ALL SALES:

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. In other words, any Air Force order against an ESI agreement managed by the Navy results in a 1% portion of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). The Navy will retain the entire 2% fee under orders issued for Navy activities or those activities that do not collect a fee under the ESI agreements managed by the Navy. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT fee due the Financial Management Office (FMO) shall be calculated at 1% for Air Force sales and 2% for all other sales.

Remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States".

Checks must include the following information to ensure proper crediting of the payment:
Contract N00104-02-D-Q667
DoD SSP Litronic Enterprise Software Agreement
ACT Fee

If using overnight or express mail, send check to:
SPAWAR Systems Center Charleston
Attn: Jakki Rightmeyer
Norfolk Office
Code 645.2, Bldg. V53
9456 Fourth Avenue
Norfolk, VA 23511-2130

Email a copy of the FMO check to:
SPM: steve.thompson@navy.mil

or

If using regular mail, send check to:
SPAWAR Systems Center Charleston
Attn: Jakki Rightmeyer
Norfolk Office
Code 645.2, Bldg. V53
P. O. Box 1376
Norfolk, VA 23501-1376

Mail to:
DON IT Umbrella Program Management Office
SPAWAR Systems Center, San Diego
Attn: Steve Thompson, Code 2829
53560 Hull Street
San Diego, CA 92152-5001

AIR FORCE SALES:

The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% of all Air Force sales.

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

Contract N00104-02-D-Q667
ESI-SW Fee Sharing

*** Checks must be accompanied by a transmittal letter (sample to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
DFAS OPLOC/PE
Building 603-2, Code FDA-SSG
130 West Avenue, Suite A
Pensacola, FL 32508-5120

FAX a copy of the check and letter to:
HQ SSG/ITS
Attn: Bob Hamrick, Bldg 884, Rm 1437
501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3004
FAX: (334) 416-5796

FEE SHARING SUMMARY

	Navy & DoD Remit to: FMO (SPAWAR)	**Air Force** Remit to: DFAS Pensacola (DFAS OPLOC/PE)	**Total ACT Fee**
Fee Applicable to: Navy, & Other DoD Sales (DON, DOA, DoD)	2%	0%	= 2%
Fee Applicable to: Air Force Sales (DAF)	1%	1%	= 1%

NOTE: There is a potential change to the disbursement of the ACT fee that will add an additional service or services to the existing fee sharing participants. While the basic procedures will remain unchanged, contractors will be required to remit a portion of the ACT fee to any additional participants in the program that may be named in subsequent modifications to the Contract.

4. Due to several email address changes, paragraph B12 found on page 18 of the contract is hereby corrected to reflect the following new email addresses:

POC	Email Address
Terri Baxter	terri.baxter@navy.mil
Rod Klinger	rodney.klinger@navy.mil
Steve Thompson	steve.thompson@navy.mil
Barbara Johnson	barbara.a.johnson@navy.mil