

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE R	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO. P00056	3. EFFECTIVE DATE 06-Feb-2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(if applicable)	
6. ISSUED BY CODE W9113M US ARMY SPACE & MISSILE DEFENSE COMMAND PO BOX 1500 HUNTSVILLE AL 35807-3801	7. ADMINISTERED BY (If other than item 6) CODE S2404A DCM BALTIMORE-MANASSAS 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) NORTHROP GRUMMAN INFORMATION TECHNOLOGY DEFENSE ENTERPRISE SOLUTIONS 7575 COLSHIRE DRIVE MCLEAN VA 221102			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. DASG60-99-C-0002	
			X 10B. DATED (SEE ITEM 13) 25-Jan-1999	
CODE 1V4D7	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
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 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 10 U.S.C. 2304(c)(1)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Due to a Standard Procurement System defect, the date in block 10b of the SF30 may be inaccurate. That date should be 08 DEC 1998. WHEREAS, it is considered in the Government's best interest to implement an immediate change to the contract to increase the level of effort and extend performance through 30 AUG 2004; and WHEREAS, the contractor agrees that the equitable adjustment by reason of this action shall not exceed \$5,540,510 (\$3,268,686 for CLIN 0009; \$2,271,824 for CLIN 0018). This not-to-exceed amount is subject to negotiation downward only. NOW, THEREFORE, in consideration of the foregoing, the contractor is hereby directed to perform in conformance with the contract which is hereby changed as described herein.				
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) CONTRACTING OFFICER TEL: EMAIL: 		
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 06-Feb-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES**SECTION A - SOLICITATION/CONTRACT FORM**

The total cost of this contract was increased by \$5,540,510.00 from \$29,994,102.06 to \$35,534,612.06.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0009

The pricing detail quantity has increased by [REDACTED]
 The estimated/max cost has increased by \$3,268,686.00 from \$3,938,504.00 to \$7,207,190.00.
 The cost constraint NTE has been added.
 The total cost of this line item has increased by \$3,268,686.00 from \$4,201,004.00 to \$7,469,690.00.

CLIN 0018

The pricing detail quantity has increased by [REDACTED]
 The estimated/max cost has increased by \$2,271,824.00 from \$2,105,009.00 to \$4,376,833.00.
 The cost constraint NTE has been added.
 The total cost of this line item has increased by \$2,271,824.00 from \$2,252,420.00 to \$4,524,244.00.

SECTION F - DELIVERIES OR PERFORMANCE

The period of performance for CLINs 0009 and 0018 has been changed:

PERIOD OF PERFORMANCE

FROM: 08-DEC-2002 TO 30-JAN-2004

TO: 08-DEC-2002 TO 30-AUG-2004

The period of performance for CLIN 0011 (0011AA and 0001AB) has been changed:

PERIOD OF PERFORMANCE

FROM: 08-DEC-1998 TO 30-JAN-2004

TO: 08-DEC-1998 TO 30-AUG-2004

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$400,000.00 from \$29,647,682.00 to \$30,047,682.00.

CLIN 0009:

The contract ACRN BN has been added.
 BN: 214 2040.0000 36-6020 P665605.E97-255Y SB4A720600 S01021 SB4A720600/4HHHEL/H was increased by \$200,000.00 from \$0.00 to \$200,000.00

CLIN 0018:

The contract ACRN BN has been added.
 BN: 214 2040.0000 36-6020 P665605.E97-255Y SB4A720600 S01021 SB4A720600/4HHHEL/H was increased by \$200,000.00 from \$0.00 to \$200,000.00

The following have been modified:

SUMMARY OF FUNDING

	CLIN	ORDER NO.	AMOUNT	MODIFICATION
ACRN BN	0009	SB4A720600-01	\$ 200,000	P00056
	0018	SB4A720600-01	\$ 200,000	P00056

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; and the amount of funds currently obligated for fee are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

CLIN 0009	FROM	CHANGE BY	TO
(1) Amount Required for Full Funding, Including Fee(s)	\$4,201,004	\$3,268,686	\$7,469,690 **
(2) Amount Allotted Under the LOF Clause for Payment of Costs	[REDACTED]		
(3) Amount Separately Obligated for Payment of Base Fee	[REDACTED]		
(4) Amount Separately Obligated for Payment of Award Fee*	\$ 157,883	0	\$ 157,883
(5) Total Amount Allotted and Obligated:	\$4,209,112	\$ 200,000	\$4,409,112
(6) Net Amount Required for Full Funding:	(\$8,108)	\$3,068,686	\$3,060,578

* \$157,883 earned to date

** Consists of \$4,201,004 plus a not-to-exceed amount (inclusive of fee) of \$3,268,686, the latter being subject to downward negotiation only as a result of definitization of Modification P00056.

<u>CLIN 0018</u>	<u>FROM</u>	<u>CHANGE BY</u>	<u>TO</u>
(1) Amount Required for Full Funding, Including Fee(s)	\$2,252,420	\$2,271,824	\$4,524,244 **
(2) Amount Allotted Under the LOF Clause for Payment of Costs	[REDACTED]		
(3) Amount Separately Obligated for Payment of Base Fee	[REDACTED]		
(4) Amount Separately Obligated for Payment of Award Fee*	\$ 88,662	0	\$ 88,662
(5) Total Amount Allotted and Obligated:	\$2,256,973	\$ 200,000	\$2,456,973
(6) Net Amount Required for Full Funding:	(\$4,553)	\$2,071,824	\$2,067,271
* \$88,662 earned to date			
**	Consists of \$2,252,420 plus a not-to-exceed amount (inclusive of fee) of \$2,271,824, the latter being subject to downward negotiation only as a result of definitization of Modification P00056.		

The following included by full text have been revised:

INVOICING AND VOUCHERING:

a. When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. Submit first vouchers to the cognizant DCAA office. Final vouchers will be submitted to the ACO with a copy to DCAA.

b. Upon written notification to the contractor, DCAA may rescind the direct submission authority.

c. Should the contractor decline to submit interim vouchers directly to paying offices or if the contractor receives written notification that DCAA has rescinded the direct submission authority, public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

d. The contractor shall identify on each public voucher: (1) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" (2) the contract line item number (CLIN) which pertains to the charges billed, and (3) the contract number. In addition, the Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided. Therefore also include in the address block, the Tax Identification Number, a point of contact, and the telephone number.

e. Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided.

f. The contractor may include a provisional billing for a portion of the prospective award fee to be earned, with each invoice based on the level of effort hours that were expended during the billing period. Final billings for award fee earned may be presented subsequent to the issuance of a contract modification definitizing the amount of award fee earned.

g. A copy of each voucher, together with any necessary supporting documentation, shall also be submitted to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26, concurrently with submission to the DCAA.

h. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following included by full text have been revised:

PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Technical Monitor noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

U.S. Army Space and Missile Defense Command
ATTN: [REDACTED]
P. O. Box 1500
Huntsville, AL 35807-3801

c. The Technical Monitor shall process the request in accordance with SMDC form 614-R.

d. If there is no response within 30 days, the Contractor shall resubmit the request to:

U.S. Army Space and Missile Defense Command
ATTN: SMDC-PA
P. O. Box 1500
Huntsville, AL 35807-3801

e. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The U.S. Army Space and Missile Defense Command is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the following Project Engineer:

Name	Office symbol	Phone Number
[REDACTED]	[REDACTED]	[REDACTED]

b. Technical direction, as defined in this clause is the process by which the progress of the contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract,

defining interfaces between contractors; approving test plans; approving preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and development planning data on all matters pertaining to this contract. The contractor agrees to accept technical direction only in the form and procedure set forth herein below.

c. Except for routine discussions having no impact on contractor performance, any and all technical direction described in paragraph b. above shall only be authorized and binding on the contractor when issued in writing and signed by a Government official designated in a. above. The Technical Direction shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the Scope of Work, price, schedule, or the level of effort required by the contract. Such changes must be executed by the Contracting Officer as a Modification-Change Order, or as a Modification-Supplemental Agreement, as appropriate. It is emphasized that such changes are outside the authority of the Government officials designated in a. above who are not authorized to issue any directions which authorize the contractor to exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any Technical Directive, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding 35,534,612.06 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is 35,534,612.06 dollars.

(End of clause)

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(a) A cost-plus-award-fee contract modification is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit cost-plus-award-fee proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is as follows (insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and cost or pricing data).

Submission of Proposal	16 January 2004
Begin Negotiations	15 March 2004
Definitization	30 March 2004

Note: In accordance with DFARS 217.7404-4, the Government shall not obligate more than 75 percent of the not-to-exceed ceiling amount before definitization.

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the

Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract modification resulting from this undefinitized contract action will include a negotiated cost plus award fee in no event to exceed \$5,540,510.

(End of clause)

The following included by reference have been revised:

52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.216-7	Allowable Cost And Payment	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Oct 2000) Alternate II	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-34	Payment By Electronic Funds Transfer--Other Than Central Contractor Registration	MAY 1999
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.242-7004	Material Management And Accounting System	DEC 2000
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

(End of Summary of Changes)