
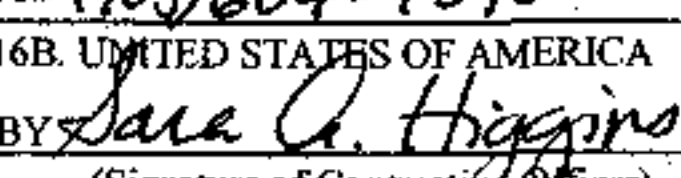


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				R	1 11
2. AMENDMENT/MODIFICATION NO. P00040	3. EFFECTIVE DATE 11-Nov-2005	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCM MANASSAS 10500 BATTLEVIEW PARKWAY SUITE MANASSAS VA 20109-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION 1901 NORTH MOORE STREET SUITE 750 FED SECTOR - DEFENSE GROUP ARLINGTON VA 22209				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HQ0006-03-C-0003
				X	10B. DATED (SEE ITEM 13) 21-Oct-2002
CODE 52939	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: Mutual Consent and FAR 52.232-22, "Limitation of Funds" clause.					
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>2</u> 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 definitize the Authority-to-Proceed provided in P00038, to exercise Option Contract Line Item Number (CLIN) 0201, and to establish new Option CLINs 0301 and 0401. This modification also provides additional funding pursuant to the "Limitation of Funds" clause; modifies Special Contract Requirements (SCR) H-9 and H-13, adds SCR H-14; and incorporates new Attachment 9, "Small Business and Small Disadvantaged Business Individual Subcontracting Plan," and Attachment 10, "MDA Directive 5000.01, Out-Processing of Missile Defense Agency On-Site Contractors Employees." Section G - Contract Administration is revised as follows: G-7 ALLOTMENT OF FUNDS is revised to reflect the new total of funds obligated against the contract from \$276,162,250 by \$4,200,000.00 to \$280,362,250.00. Accordingly, the contract is modified as follows: (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) Frank W. Gerow II Senior Contracts Manager			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SARA A. HIGGINS TEL: (703)604-4390 EMAIL: SARA.HIGGINS@MDA.MIL		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 11/11/05	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 11/11/05

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. **Release of Claims.** This modification definitizes the Authority-to-Proceed (ATP) for System Engineering and Technical Assistance (SETA) support to the GMD Joint Program Office, as authorized by Modification P00038, dated October 18, 2005. This modification also establishes pricing for Option CLINs 0301 and 0401. In consideration of the modification agreed to herein as complete equitable adjustments for the Contractor's proposal, dated September 16, 2005, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment. The parties have reached agreement for the definitization of the estimated cost and potential award fee (CPAF) for CLINs 0201, 0301 and 0401 as shown below.

2. **SECTION A - SOLICITATION/CONTRACT FORM**

The total value of this contract was increased by \$129,539,247.00 from \$280,713,732.00 to \$410,252,979.00.

3. **SECTION B - SUPPLIES OR SERVICES AND PRICES**

a. CLIN 0002: The CLIN extended description has changed as shown below.

Provide Data and reports for Contract Line Item Numbers (CLINs) 0001, 0101, 0201, 0301 and 0401 IAW the Contract Data Requirements List (CDRL), DD Form 1423-1 (Exhibit A), Not Separately Priced..

b. CLIN 0201: The CLIN has been revised as shown below:

Delete the language providing the Not-to-Exceed value of \$3,893,000.00
 The estimated/max cost has increased by \$116,601,125.00 from \$3,509,593.00 to \$120,110,718.00.
 The base fee has increased by \$6,469,593.00 from \$190,407.00 to \$6,660,000.00.
 The award fee has increased by \$6,468,529.00 from \$193,000.00 to \$6,661,529.00.
 The total cost of this line item has increased by \$129,539,247.00 from \$3,893,000.00 to \$133,432,247.00.
 The labor hours quantity has increased from 35,524 to 1,200,000.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0201		1,200,000	Labor Hours		
EXERCISED OPTION	CPAF SETA support to the GMD JPO IAW the SOW (Attachment 1)				
				ESTIMATED COST	\$120,110,718.00
				BASE FEE	\$6,660,000.00
				SUBTOTAL EST COST + BASE	\$126,770,718.00
				MAX AWARD FEE	\$6,661,529.00
				TOTAL EST COST + FEE	\$133,432,247.00

c. CLIN 0301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0301		480,000	Labor Hours		
OPTION	CPAF SETA support to the GMD JPO IAW the SOW (Attachment 1) (480,000 Labor Hours)				
				ESTIMATED COST	\$49,241,350.00
				BASE FEE	\$2,750,400.00
				SUBTOTAL EST COST + BASE	\$51,991,750.00
				MAX AWARD FEE	\$2,749,316.00
				TOTAL EST COST + FEE	\$54,741,066.00

d. CLIN 0401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0401		480,000	Labor Hours		
OPTION	CPAF SETA support to the GMD JPO IAW the SOW (Attachment 1) (480,000 Labor Hours)				
				ESTIMATED COST	\$49,392,723.00
				BASE FEE	\$2,788,800.00
				SUBTOTAL EST COST + BASE	\$52,181,523.00
				MAX AWARD FEE	\$2,788,496.00
				TOTAL EST COST + FEE	\$54,970,019.00

e. SECTION B - CLAUSES INCORPORATED BY FULL TEXT

B-2 ESTIMATED COST AND FIXED FEE/AWARD FEE

The total estimated cost, fixed fee and maximum award fee of this contract, including all options that may be exercised by the Government, are:

Estimated Cost:	\$ 468,223,396.00
Fixed Fee:	\$ 26,026,640.00
Maximum Potential Award Fee	\$ 25,714,028.00
Estimated Cost And Fee:	\$ 519,964,064.00

B-3 CONTRACT TYPE

This is a Cost-Plus-Fixed -Fee (with an award fee feature), level-of-effort, term contract with a twenty four month base period, a twelve-month option, a fifteen-month option, and two 6-month options, as specified in paragraph B-1.

B-4 PAYMENT OF FIXED FEE (ORDERING)

The Government will make payments to the Contractor when requested as work progresses in accordance with Federal Acquisition Regulation (FAR) 52.216-7, "Allowable Cost and Payment". Each invoice shall include a statement by the Contractor as to the cumulative percentage of Direct Productive Labor Hours (DPLHs) performed and the cumulative percentage of fee invoiced. Each invoice shall contain a statement by the Contractor as to the cumulative percentage of work performed. Fee shall be payable, subject to other provisions of FAR 52.216-8, "Fixed Fee," in amounts commensurate with the number of hours performed based on \$5.17 per hour for CLIN 0001, \$5.36 per hour for CLIN 0101, \$5.55 per hour for CLIN 0201, \$5.73 per hour for CLIN 0301 and \$5.81 per hour for CLIN 0401. In no case shall the cumulative amount of the fee invoiced, when expressed as a percentage of the total fixed fee for the applicable CLIN, exceed the cumulative percentage of DPLHs performed for that CLIN (as verified by the GMD JPO Contract Officer's Representative (COR) at the end of the billing period). The fixed fee shall be automatically adjusted and shall be reduced in proportion to the number of DPLHs actually delivered.

B-5 PAYMENT OF PERFORMANCE AWARD FEE

In addition to the fixed fee paid for delivery of the level of effort ordered by the Government, the contract provides for the payment of an additional award fee based on the quality of the Contractor's performance. A performance award fee will only be earned for performance that is at a level greater than satisfactory in meeting contractual requirements. The award amount for the base contract and each option will be divided into fee pools for evaluation and payment of the award fee over consecutive six-month evaluation periods as described below.

a. An award fee amount of \$8,923,728.00 is established for the base contract. The evaluation periods, fee pools, and funds obligated against this contract for payment of the performance award fee for the base period (fee earned) will be recorded in this section as follows:

<u>PERIOD</u>	<u>END DATE</u>	<u>FEE POOL</u>	<u>FEE EARNED</u>	<u>CUMULATIVE</u>
1	30 APR 03	\$2,230,932.00	\$2,128,309.00	\$2,128,309.00
2	31 OCT 03	\$2,230,932.00	\$2,186,313.00	\$4,314,622.00
3	30 APR 04	\$2,230,932.00	\$2,199,699.00	\$6,514,321.00
4	31 OCT 04	\$2,230,932.00	\$2,155,080.00	\$8,669,401.00

b. The award fee amount for each option period, if exercised, is as stated below. The evaluation periods, fee pools, and funds obligated against this contract for payment of the performance award fee for the option periods (fee earned) will be recorded in this section as follows:

OPTION #1:

<u>PERIOD</u>	<u>END DATE</u>	<u>FEE POOL</u>	<u>FEE EARNED</u>	<u>CUMULATIVE</u>
5	30 APR 05	\$2,313,045.00	\$2,285,288.00	\$10,954,689.00
6	17 OCT 05	\$2,313,045.00		

OPTION #2:

<u>PERIOD</u>	<u>END DATE</u>	<u>FEE POOL</u>	<u>FEE EARNED</u>	<u>CUMULATIVE</u>
7	17 APR 06	\$2,664,612.00		
8	17 OCT 06	\$2,664,612.00		
9	17 JAN 07	\$1,332,305.00		

OPTION #3:

<u>PERIOD</u>	<u>END DATE</u>	<u>FEE POOL</u>	<u>FEE EARNED</u>	<u>CUMULATIVE</u>
10	17 JUL 07	\$2,749,316.00		

OPTION #4:

<u>PERIOD</u>	<u>END DATE</u>	<u>FEE POOL</u>	<u>FEE EARNED</u>	<u>CUMULATIVE</u>
11	17 JAN 08	\$2,788,496.00		

c. The award fee pool for Period 1 will be \$2,230,932.00 but the Government reserves the right to adjust successive award fee pools based on the planned effort for each period. However, the full award fee amount for the base and each option will be made available over the period of performance of the base and each option exercised.

d. The performance award fee will be determined in accordance with the Performance Award Fee Determination Plan (Attachment 2). The Contractor's performance will be periodically monitored by a Performance Award Fee Review Board (PAFRB) consisting of a Chairman and other designated members. The evaluation cycle will consist of two reviews per contract year. The PAFRB will review and assess the Contractor's performance against the defined evaluation criteria. The Contractor shall submit to the COR a written documentation describing its performance for the period being evaluated and, as requested, provide a self-assessment briefing to the PAFRB. Upon conclusion of the evaluation and the Fee Determining Official's (FDO) decision, the Contractor will be notified by the FDO of the results of the performance evaluation and will be provided guidance for the subsequent performance period, if deemed required by the Government.

e. The Contractor may submit vouchers for the performance award fee immediately upon receipt of the contract modification recording the performance award fee earned at subparagraphs a. and b. of this section. Funds available in the award fee pool of any evaluation period that are not earned will not be carried forward to the next period.

f. In accordance with FAR subsection 16.405-2, the determination of the performance award fee for an evaluation period shall be made unilaterally by the Government.

4. SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0002 has been changed as shown below:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-OCT-2002 TO 17-JAN-2007	N/A	N/A FOB: N/A	

The following Delivery Schedule item for CLIN 0201 has been changed as shown below:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-OCT-2005 TO 17-JAN-2007	N/A	N/A FOB: N/A	

The following Delivery Schedule item has been added to CLIN 0301:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-JAN-2007 TO 17-JUL-2007	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 0401:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-JUL-2007 TO 17-JAN-2008	N/A	N/A FOB: Destination	

The following have been modified:

F-1 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE

- a. The Contractor shall accomplish the work required by CLINs 0001 and 0002 for a period of twenty four months after the effective date of the contract.
- b. In the event the Government exercises Option 1, in accordance with Special Provision TBD, "Exercise of Options," the Contractor shall accomplish the work required by CLINs 0101, and 0002 during the twelve month period commencing from the effective date of Option 1.
- c. The period of performance for CLIN 0201 and 0002 shall be October 18, 2005 through January 17, 2007.
- d. The period of performance for CLIN 0301, if exercised, and 0002 shall be January 18, 2007 through July 17, 2007.
- e. The period of performance for CLIN 0401, if exercised, and 0002 shall be July 18, 2007 through January 17, 2008.

5. SECTION G - CONTRACT ADMINISTRATION DATA

- a. Under **Section G - Contract Administration Data** is hereby changed as follows:

G-7 ALLOTMENT OF FUNDS

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and allotted to this contract (which covers all items, including fee payable), and the estimated period of performance said funds cover, are as follow:

CLIN 0001:	\$174,283,915.00
Estimated funds exhaustion date:	October 17, 2004
CLIN 0101:	\$95,275,937.00
Estimated funds exhaustion date:	October 17, 2005

CLIN 0201: \$7,900,000.00
 Estimated funds exhaustion date: November 16, 2005

b. The total amount of funds presently allotted to this contract, **BUT NOT AVAILABLE FOR PAYMENT**, is \$2,902,398.00.

CLIN 0099: \$2,902,398.00
 Estimated funds exhaustion date: N/A

c. The total amount of funds presently allotted to this contract is \$280,362,250.00.

d. **G-8, "Payment Instructions for Multiple Accounting Classification Citations"**

CLINs may be funded by multiple accounting classifications. The Contractor shall segregate costs and submit vouchers as required by provisions B-5 and G-5. The Defense Finance and Accounting Service (DFAS) will make payments from those Accounting Classification Reporting Numbers (ACRNs) assigned to each CLIN. Payments by the paying office of both cost and fee are to be made by CLIN, from the earliest available funds by fiscal year as identified by ACRN.

The following ACRNs and funding amounts apply to CLIN 0001:

	Net Change This Mod Only	Total
The following funds obligated on ACRN AA:	\$0	\$11,807,000.00
All funds obligated on ACRN AB:	\$0	\$84,317,000.00
All funds obligated on ACRN AC:	\$0	\$71,086,915.00
All funds obligated on ACRN AD:	\$0	\$388,000.00
All funds obligated on ACRN AE:	\$0	\$905,565.00
All funds obligated on ACRN AF:	\$0	\$106,435.00
All funds obligated on ACRN AG:	\$0	\$5,673,000.00
Total CLIN 0001 funding:	\$0	\$174,283,915.00

The following ACRNs and funding amounts apply to CLIN 0101:

	Net Change This Mod Only	Total
The following funds obligated on ACRN AC:	\$0	\$1,207,335.00
The following funds obligated on ACRN AH:	\$0	\$89,668,602.00
The following funds obligated on ACRN AJ:	\$0	\$1,374,000.00
The following funds obligated on ACRN AK:	\$0	\$26,000.00
The following funds obligated on ACRN AL:	\$0	\$3,000,000.00
Total CLIN 0101 funding:	\$0	\$95,275,937.00

The following ACRNs and funding amounts apply to CLIN 0201:

	Net Change This Mod Only	Total
The following funds obligated on ACRN AM:	\$4,200,000.00	\$7,900,000.00
Total CLIN 0201 funding:	\$4,200,000.00	\$7,900,000.00

The following ACRNs and funding amounts apply to CLIN 0099:

	Net Change This Mod Only	Total
The following funds obligated on ACRN AB:	\$0	\$0
The following funds obligated on ACRN AC:	\$0	\$0
The following funds obligated on ACRN AH:	\$0	\$2,502,398.00
The following funds obligated on ACRN AN:	\$0	\$400,000.00
Total CLIN 0099 funding:	\$0	\$2,902,398.00

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$4,200,000.00 from \$276,162,250.00 to \$280,362,250.00.

Contract Level Funding:

AM: 9760400 2520 BM 2520 40603882C00 2512 MD6080801C0057 620022 S12135
 was increased by \$4,200,000.00 from \$3,700,000.00 to \$7,900,000.00

6. SECTION H - SPECIAL CONTRACT REQUIREMENTS

Special Contract Requirement (SCR) H-9, "Labor/Technical Allocation Plans (LTAPs)," and H-13, "Contract Definitization of Not-To-Exceed Amounts," are modified as shown below. New SCR H-14, "Contractor Employee Out-Processing," is hereby added to this section.

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H-9 LABOR/TECHNICAL ALLOCATION PLANS (LTAPs) (CLINs 0001, 0101, 0201, 0301 and 0401)

a. General. (1) The LTAP Procedures in this Special Contract Requirement and Attachment 6 shall apply to CLINs 0001, 0101, 0201, 0301 and 0401. All other terms and conditions of the contract take precedence over LTAPs, particular the "Limitation of Funds" or "Limitation of Cost" clause.

(2) The Contractor shall incur costs under this contract only as directed by the Government pursuant to approval in writing by the Contracting Officer. However, for urgent requirements the Contractor may commence work as soon as the Contracting Officer provides verbal approval. The Contractor may not be reimbursed for expenditures incurred in excess of the DPLH or cost-plus-fee ceiling of any individual LTAP.

b. Technical Direction. The COR will provide technical direction under the contract. Technical direction is defined as guidance to the Contractor within the scope of work, including: initiation of LTAPs, technical discussions, definition of interfaces among contractors, approval of draft documents, participation in contract progress reviews, and supplying technical and management information.

Technical direction shall not effect or result in a change within the meaning of the "Changes" clause, including changes to the Statement of Work, the Contract amount, the estimated cost, fee, the performance period, the level-of-effort, or contract funding.

c. Segregation of Costs. (1) The Contractor agrees to segregate and report costs incurred under this contract by cost element, CLIN and LTAP. The level of segregation and reporting will be consistent with the level of cost and DPLH estimates in the LTAPs and the Contractor's existing management and accounting systems.

(2) The labor hours and dollars approved by the Government in the LTAP shall become the baseline to which the Contractor will report expenditures of dollars and actual labor hours in accordance with CDRL entitled "Funds and Labor Hour Expenditure Report".

d. LTAP Initiation Process. LTAPs will be initiated by the Government. The Contractor shall respond to the Government direction by preparing a detailed draft LTAP including:

- (1) contract number, CLIN and SOW paragraph reference;
- (2) description of the work to be performed, including milestones (if appropriate);
- (3) period of performance;
- (4) deliverables (citing DD 1423, if appropriate);
- (5) the estimated level-of-effort (including all subcontractors and consultants) in man-years and DPLHs;
- (6) estimated labor cost (to include all subcontractors and consultants);
- (7) estimated other direct costs, with supporting rationale;
- (8) estimated travel;
- (9) if the LTAP cost wrap rate (total estimated cost divided by total estimated DPLHs) varies by more than ten percent (10%) of the Contract's Section B CLIN cost wrap rate, a brief explanation as to why; and if work commenced pursuant to other verbal or written approval, a brief description of the approval and date provided.

e. LTAP Performance. The Contractor shall not exceed the specified maximum DPLHs or the estimated cost specified by the LTAP. It is understood and agreed that the expenditure rate for labor-hours and the mix of labor categories may fluctuate consistent with technical requirements, provided that such fluctuation does not result in either accelerated expenditure of DPLHs or a significant variance in the mix of labor categories. Consistent

with the "Limitation of Funds" or "Limitation of Cost" clause of this contract, the Contractor shall notify the Contracting Officer at the earliest date that the Contractor anticipates that Government direction may result in an overrun or that LTAP cost increases may result in a contract overrun.

f. Level-of-Effort. In the performance of LTAPs, the Contractor shall provide DPLHs, defined as actual work hours exclusive of vacation, holiday, sick leave, and other absences. Work hours provided by subcontractors and consultants will be included in the total DPLH provided under this contract. The Government may carry unused hours forward to the next option.

H-13 CONTRACT DEFINITIZATION OF NOT TO EXCEED (NTE) AMOUNTS

a. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification that will include (1) additional clauses resulting from this modification and not presently in the contract, and required by the FAR on the date of execution of the contract modification, (2) additional clauses resulting from this modification and not presently in the contract, and required by law on the date of execution of the definitive contract modification, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a cost-plus-fixed-fee (with an award fee feature) proposal and cost or pricing data supporting its proposal.

b. If agreement on a definitive modification to supersede this undefinitized contract modification is not reached by the target date set forth in this modification, or within any extension 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 FAR Part 15 and Part 31, 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 Funding clause, as indicated in Section I.

(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 letter contract for either fixed-price or cost reimbursement contracts, as determined by the Contracting Officer;

(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 subparagraph (b)(1) above, all clauses, terms, and conditions included in this contract shall continue in effect, except those that by their nature apply only to the undefinitized modification.

The schedule for definitizing this increase to CLIN 0101 and establishment of CLIN 0201 is as follows:

<u>EVENT</u>	<u>DATE</u>
Submission of Firm Proposal	September 29, 2005
Completion of Negotiations	November 22, 2005
Definitization	November 30, 2005

H-14 CONTRACTOR EMPLOYEE OUT-PROCESSING

Prior to the departure of on-site contractor employees, the departing employee shall complete an out-processing checklist for Missile Defense Agency (MDA) on-site contractor employees as required by MDA Directive Number 5000.01, and return the completed checklist, with all required signatures, to the cognizant Contracting Officer's Representative (COR). The COR will provide the completed form to the Contracting Officer to be retained in the official contract file by the Contracting Officer. A copy of the directive is incorporated herein as Contract Attachment 10.

7. SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment 9, "Small Business and Small Disadvantaged Business Individual Subcontracting Plan," and Attachment 10, "MDA Directive 5000.01, Out-Processing of Missile Defense Agency On-Site Contractor Employees," are hereby added to Section J and incorporated into the contract.

SECTION J List of Documents, Exhibits and Other Attachments

EXHIBIT A	Contract Data Requirements Lists (DD Form 1423-1)
ATTACHMENT 1	Statement of Work titled: "Scientific, Engineering, Technical Assistance (SETA) Support for the Ground-Based Midcourse Defense (GMD) Joint Program Office (JPO)"
ATTACHMENT 2	Performance Award Fee Determination Plan
ATTACHMENT 3	Contract Security Classification Specification (DD Form 254)
ATTACHMENT 4	MDA Form 110, Travel Authorization
ATTACHMENT 5	OCI Analysis/Disclosure Form
ATTACHMENT 6	Labor/Technical Allocation Plan (LTAP)
ATTACHMENT 7	PPBS Non-Disclosure Agreement [SDIO Form 99]
ATTACHMENT 8	Small Business and Small Disadvantaged Business Subcontracting Plan
ATTACHMENT 9	Small Business and Small Disadvantaged Business Individual Subcontracting Plan
ATTACHMENT 10	MDA Directive 5000.01, Out-Processing of Missile Defense Agency On-Site Contractor Employees

8. Except as provided herein, all terms and conditions of the contract remain unchanged and in full force and effect.

(End of Summary of Changes)