

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-C9		PAGE OF PAGES 1 30	
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0006-04-C-0002		3. EFFECTIVE DATE 01 Jan 2004		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	6. ADMINISTERED BY (If other than Item 5) OCMA MANASSAS 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
CODE 52939		FACILITY CODE					
11. SHIP TO/MARK FOR MISSILE DEFENSE AGENCY (MDA) PEGGIE SMITH 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006	12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/NEW DOMINION DIVISION P.O. BOX 182041 COLUMBUS OH 43218-2041		CODE SC1018		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(1) [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$24,183,441.87	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 3 copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER DIANE L. KNIGHT / CONTRACTING OFFICER, CTS TEL: (703) 882-6427 EMAIL: Diane.Knight@mda.osd.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED 12-May-2004	
BY _____ (Signature of person authorized to sign)							

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	C2/BMC SETA Support for MDA/BC				
CPFF	The contractor shall provide technical support in accordance with the statement of objectives (SOO), attachment 1.				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	C2/BMC SETA Labor for MDA/BC	(b)(4)	Labor Hours		
	CPFF				
	The contractor shall provide technical support in accordance with the statement of objectives (SOO), attachment 1.				

The estimated cost and fee calculations are based on input from DCAA that CSC's approved FY 04 Indirect rates be applied to applicable cost elements as follows pending DCAA approval of CSC's FY 05 Indirect rates:

A. Approved CSC FY 04 Indirect rates and amounts applied at 100% to the applicable cost elements for the period 1 January to 31 March 2004;

B. Approved CSC FY 04 Indirect rates and amounts applied at 85% to the applicable cost elements for the period 1 April to 31 July 2004; pending final approval of CSC's Fiscal Year (FY) 05 indirect rates at which time the cost elements will be adjusted in accordance with the DCAA approved CSC FY 05 indirect rates.

C. Should DCAA not approve CSC's FY 05 Indirect rates by 31 July 2004, the contractor agrees that MDA has the unilateral right to modify this subCLIN to adjust the estimated cost and fee to reflect the DCAA recommended rates for Overhead and G&A for the period 1 August 2004 to 31 March 2005, pending either DCAA's final approval of CSC's FY 05 Indirect rates or such rate package as negotiated by MDA and CSC.

	ESTIMATED COST	(b)(4)
	FIXED FEE	\$285,079.42
	TOTAL EST COST + FEE	(b)(4)
ACRN AA Funded Amount		

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		(b)(4)	Dollars, U.S.	\$1.00	(b)(4)

C2/BMC SETA Support Other Direct Costs
COST

Contractor shall provide travel and miscellaneous other direct costs (ODC) on an as required basis. All travel and ODCs must be approved in advance and in writing by the Contracting Officer's Representative prior to performance of travel or incurrence of any costs for miscellaneous ODCs.

Costs incurred under this subCLIN are non-fee bearing.

ESTIMATED COST

(b)(4)

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Technical Support for MDA/SE				
CPFF	The contractor shall provide technical support in accordance with the statement of objectives (SOO), attachment 1.				

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		(b)(4)	Labor Hours		

Technical Support Labor for MDA/SE

CPFF

The contractor shall provide technical support in accordance with the statement of objectives (SOO), attachment 1.

The estimated cost and fee calculations are based on input from DCAA that CSC's approved FY 04 Indirect rates be applied to applicable cost elements as follows pending DCAA approval of CSC's FY 05 Indirect rates:

A. Approved CSC FY 04 Indirect rates and amounts applied at 100% to the applicable cost elements for the period 1 January to 31 March 2004;

B. Approved CSC FY 04 Indirect rates and amounts applied at 85% to the applicable cost elements for the period 1 April to 31 July 2004; pending final approval of CSC's Fiscal Year (FY) 05 indirect rates at which time the cost elements will be adjusted in accordance with the DCAA approved CSC FY 05 indirect rates.

C. Should DCAA not approve CSC's FY 05 Indirect rates by 31 July 2004, the contractor agrees that MDA has the unilateral right to modify this subCLIN to adjust the estimated cost and fee to reflect the DCAA recommended rates for Overhead and G&A for the period 1 August 2004 to 31 March 2005, pending either DCAA's final approval of CSC's FY 05 Indirect rates or such rate package as negotiated by MDA and CSC.

ESTIMATED COST

(b)(4)

FIXED FEE

\$1,590,481.45

TOTAL EST COST + FEE

(b)(4)

ACRN AB Funded Amount
ACRN AC Funded Amount
ACRN AD Funded Amount
ACRN AE Funded Amount
ACRN AF Funded Amount
ACRN AG Funded Amount
ACRN AH Funded Amount
ACRN AJ Funded Amount
ACRN AK Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		(b)(4)	Dollars, U.S.	\$1.00	(b)(4)

MDA/SE Support Other Direct Costs
COST

Contractor shall provide travel and miscellaneous other direct costs (ODC) on an as required basis. All travel and ODCs must be approved in advance and in writing by the Contracting Officer's Representative prior to performance of travel or incurrence of any costs for miscellaneous ODCs.

Costs incurred under this subCLIN are non-fee bearing.

	ESTIMATED COST	
Funded Amount		(b)(4)
		\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Data and Reports for CLINs 0001 & 0002	1	Lot		

CPFF In accordance with the Contract Data Requirements List, DD Form 1423-1 (Exhibit A).

FOB: Destination

SECTION B - MDA CLAUSES

B-1 LINE ITEM DESCRIPTION (JAN 2003)

In accordance with this contract, the Contractor shall furnish all materials, labor, equipment and facilities, except as specified herein to be furnished by the Government, and shall do all that which is necessary or incidental to the satisfactory and timely performance of contract line item numbers 0001 and 0002, and associated subCLINs, as stated above.

B-2 ESTIMATED COST AND FIXED FEE (JAN 2003)

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

Estimated Cost:	<u>\$22,307,881.00</u>
Fixed Fee:	<u>\$ 1,875,560.87</u>
Estimated Cost-Plus-Fixed-Fee:	<u>\$24,183,441.87</u>

B-3 CONTRACT TYPE (JAN 2003)

This is a Cost-Plus-Fixed-Fee (CPFF) contract with a 15-month period of performance as specified in Section/Paragraph F-2.

Section C - Descriptions and Specifications

SECTION C - MDA CLAUSES**C-1 SCOPE OF WORK**

The Contractor shall provide the level of effort cited in Section B of this contract to perform the work specified in the SOW and other Attachments and Exhibits in Section J of this contract, and shall provide any material, equipment, and facilities incidental to performance.

C-2 REPORTS AND OTHER DELIVERABLES

a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F, and the attached Contract Data Requirements Lists, DO Form 1423-1.

b. Reports delivered by the Contractor in the performance of the contract shall be considered "Technical Data," as defined in DFARS 252.227-7013, "Rights in Technical Data-Noncommercial Items."

c. Bulky reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

d. The following information shall be provided with all reports. However, if the report incorporates a BMDO logo or letterhead, this information will be provided on a severable cover sheet and not on the same sheet of paper as the BMDO logo or letterhead.

CONTRACT NUMBER

NAME OF CONTRACTOR

CONTRACT EXPIRATION DATE
AND TOTAL DOLLAR VALUECONTRACTOR'S PROJECT
DIRECTOR AND PHONE
NUMBER

SHORT TITLE OF CONTRACT WORK GOVERNMENT SPONSOR

e. All reports generated under this contract will contain the following disclaimer statement on the cover page: "The views, opinions, and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation."

f. Except as provided by the Contract Data Requirements Lists, DD Form 1423-1, Exhibit A, and the Contract Security Classification Specification, DD Form 254, the distribution of any contract report in any stage of development or completion is prohibited without the approval of the Contracting Officer.

Section D - Packaging and Marking

SECTION D - MDA CLAUSES

D-1 PACKAGING AND MARKING OF TECHNICAL DATA

Technical data items shall be preserved, packaged, packed, and marked in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination.

D-2 PACKAGING AND MARKING OF CLASSIFIED DATA

Classified data submitted as required by the Contract Data Requirements List, DDForm 1423-1, shall be wrapped and marked in accordance with the requirements of the Contract Security Classification Specification, DD Form 254, attached hereto.

Section E - Inspection and Acceptance

SECTION E - MDA CLAUSES**E-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>.

a. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.246-5	Inspection of Services - Cost-Reimbursement	APR 1984

**b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION
SUPPLEMENT (48 CFR CHAPTER 2)**

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
252.246-7000	Material Inspection and Receiving Report	DEC 1991

E-2 INSPECTION AND ACCEPTANCE

Final inspection and acceptance of the work called for under CLINs 0001 and 0002 shall be by the Contracting Officer's Representative at:

Office of the Secretary of Defense
Missile Defense Agency
7100 Defense Pentagon, MDA/SE
Washington, DC 20301-7100

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JAN-2004 TO 31-MAR-2005	N/A	MISSILE DEFENSE AGENCY (MDA) ATTN: Designated COR 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-693-6919 FOB: Destination	HQ0006
0001AA	POP 01-JAN-2004 TO 31-MAR-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0001AB	POP 01-JAN-2004 TO 31-MAR-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0002	POP 01-JAN-2004 TO 31-MAR-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0002AA	POP 01-JAN-2004 TO 31-MAR-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0002AB	POP 01-JAN-2004 TO 31-MAR-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006
0003	POP 01-JAN-2004 TO 31-MAR-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0006

SECTION F - MDA CLAUSES**F-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order	AUG 1989
	Alternate I	APR 1984
52.247-34	F.o.b. Destination	NOV 1991

F-2 DELIVERY SCHEDULE/PERIOD OF PERFORMANCE

The Contractor shall accomplish the work required by CLINs 0001 and 0002 in accordance with the SOO for a period of 15 months from 1 January 2004 through 31 March 2005.

Section G - Contract Administration Data

SECTION G - MDA CLAUSES**G-1 CONTRACT ADMINISTRATION**

Administration of this contract will be performed by the cognizant office indicated on the cover page of the award document. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

G-2 IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the Contractor under this contract shall reference the contract number.

G-3 TAXPAYER IDENTIFICATION NUMBER (TIN)

The Contractor's taxpayer identification number is 95-204-3126. This number shall appear in the space identifying the Contractor in the appropriate blocks of contract forms and billing submittals.

G-4 PATENT INFORMATION

Patent information in accordance with FAR 52.227-12, "Patent Rights -- Retention by the Contractor (Long Form)," shall be forwarded through the Procuring Contracting Officer to:

Office of the Secretary of Defense
Missile Defense Agency
7100 Defense Pentagon, MDA/GC
Washington, D.C. 20301-7100

G-5 SUBMISSION OF VOUCHERS (JAN 2003)

a. The Contractor's vouchers for costs incurred shall be submitted in accordance with DCAA procedures for review and provisional approval. These instructions may be found at <http://www.dcaa.mil>, DCAA Publications, Information for Contractors, DCAAP 7641.90, Chapter 5.

b. Contractors approved under DCAA's direct billing program may submit the first and subsequent interim vouchers directly to the disbursing office. Contractors participating in the direct billing program must provide a copy of the first interim voucher to the cognizant DCAA office within five days of its submission to the disbursing office. The final completion voucher must still be submitted to the cognizant DCAA office.

c. Final payment shall be made in accordance with FAR 52.216-7, "Allowable Cost and Payment." The Contractor shall establish compliance with all terms of the contract by submitting a signed copy of the Material Inspection and Receiving Report (DD Form 250) or Letter of Transmittal, as applicable.

G-6 REMITTANCE ADDRESS

The following information is provided to allow payment by Electronic Funds Transfer:

(b)(4)

A large rectangular area of the document is redacted, indicated by a light gray background. The redaction covers the remittance address information.

Contractor's account number at Financial Institution: Acct# [REDACTED]

G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLIN(s) 0001 and 0002 will be funded by multiple accounting classifications. The Contractor shall segregate costs and submit vouchers as required by provision G-5. The Defense Finance and Accounting Service (DFAS) shall make payments from those Accounting Classification Record Numbers (ACRNs) assigned each CLIN.

G-8 ALLOTMENT OF FUNDS

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and obligated to this contract (which covers all items, including fixed fee payable) is \$10,848,000.00, \$1,444,000.00 for subCLIN 0001AA and \$9,404,000.00 for subCLIN 0002AA through the estimated funds exhaustion date of 31 July 2004 (subCLIN 0001AA) and 31 July 2004 (subCLIN 0002AA).

ACCOUNTING AND APPROPRIATION DATA

AA: 9740400.2520 40603889C 2523 012123 BMDO0137569617
AMOUNT: (b)(4)

AB: 9740400.2520 40603890C 2523 012123 BMDO0144230162
AMOUNT: (b)(4)

AC: 9740400.2520 40603890C 2523 012123 BMDO0144230163
AMOUNT: (b)(4)

AD: 9740400.2520 40603890C 2523 012123 BMDO0144230164
AMOUNT: (b)(4)

AE: 9740400.2520 40603890C 2523 012123 BMDO0144230165
AMOUNT: (b)(4)

AF: 9740400.2520 40603890C 2523 012123 BMDO0144350340
AMOUNT: (b)(4)

AG: 9740400.2520 40603890C 2523 012123 BMDO0144350344
AMOUNT: (b)(4)

AH: 9740400.2520 40603890C 2523 012123 BMDO0144350345
AMOUNT: (b)(4)

AJ: 9740400.2520 40603890C 2523 012123 BMDO0144350347
AMOUNT: (b)(4)

AK: 9740400.2520 40603890C 2525 012123 BMDO0144350343
AMOUNT: (b)(4)

Section H - Special Contract Requirements

SECTION H - MDA CLAUSES**H-1 LEVEL OF EFFORT**

a. In the performance of this contract, the Contractor shall provide Direct Productive Labor-Hours (DPLH). DPLHs are defined as actual PRIME AND SUBCONTRACTOR (INCLUDING CONSULTANTS) work hours exclusive of vacation, holiday, sick leave and other absences.

b. It is understood and agreed that the rate of the labor-hours per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total labor-hours of effort prior to the expiration of the term hereof, and it is further understood and agreed that the number of hours of effort for any classification may fluctuate if necessary in performance of the work, provided that the aggregate mix of labor remains substantially the same.

c. The fixed fee listed in paragraph B-1 is based on furnishing the maximum quantity of DPLH. If, at the end of each contract period the Government has ordered and/or the Contractor has delivered less than the maximum quantity of DPLH, the fixed fee shall be automatically adjusted and shall be reduced in proportion to the ratio of the DPLH actually delivered to the maximum contract DPLH:

$$\text{DPLH delivered/Total Maximum DPLH} \quad \times \quad \text{Maximum Fixed Fee} = \text{Adjusted Fixed Fee}$$

d. Nothing in this provision shall be construed to constitute authorization for the work not in accordance with the LIMITATION OF FUNDS provision of the contract.

H-2 SEGREGATION OF COSTS

The Contractor agrees to segregate and bill costs/hours incurred under this contract by CLIN. Vouchers shall contain actual hours and cost by cost element (cost elements shall be at the lowest level of identification/discrimination consistent with the Contractor's cost accounting system) expended by CLIN and overall cumulative summaries of all work vouchered to date.

H-3 TRAVEL, TRAVEL COSTS, AND OTHER DIRECT COSTS

a. Travel. All contractor travel (non-local) under this contract (other than extended commuting travel as defined under paragraph c. below) must be approved in advance in writing by the Contracting Officer's Representative (COR) using MDA Form 110 (dated March 2001).

b. Extended Commuting Travel.

(1) All contractor extended commuting travel under this contract must be approved by the COR AND BY THE PROCURING CONTRACTING OFFICER (PCO) using MDA Form 110 (dated March 2001). Such approval will be granted only after review and government acceptance of contractor documentation showing that extended commuting travel is the most effective means of fulfilling the government's requirements – cost and other factors considered.

(2) Extended commuting travel may be authorized for up to 90 days at a time and must be authorized

in advance as stated in b. (1) above.

c. Definition: Extended Commuting Travel – is travel that occurs regularly in the performance of this contract where an individual or individuals travel back and forth from their normal place, or city of employment to another location or locations over a 30 day (or longer) period.

H-4 INSURANCE

The Contractor shall maintain the types of insurance and coverage listed below:

<u>TYPES OF INSURANCE</u>	<u>MINIMUM AMOUNT</u>
Workmen's Compensation and all occupational disease	As required by State law
Employer's Liability including all occupational disease when not covered by Workmen's Compensation above	\$100,000 per accident
General Liability (Comprehensive)	
Bodily Injury per occurrence	\$500,000
Automobile Liability (Comprehensive)	
Bodily Injury per person	\$200,000
Bodily Injury per accident	\$500,000
Property Damage per accident	\$ 20,000

H-5 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA (13 APR 92)

a. In order to perform the requirements of this contract, the Contractor shall be required to receive, review, analyze, and prepare (hereinafter shall be referred to as "process") reports/data which contain Government Planning, Programming, and Budgeting System (PPBS) data. However, the Missile Defense Agency (MDA) is authorized to release BMD-related PPBS data to the Contractor only after:

(1) The MDA obtains written authorization from the Office of the Secretary of Defense (OSD) to release the data to the Contractor; and

(2) Compliance with the provisions of this clause have been met.

b. The Prime Contractor shall provide the following information to the Contracting Officer within fifteen (15) days from the date of this contract:

(1) Affiliates (parent company, subsidiaries, joint ventures, and partnerships, etc.):

- (a) Company's name and complete address;
- (b) Affiliation; and
- (c) Nature of the company's business.

(2) Agents, consultants, and subcontractors related to this contract:

- (a) Company's name and complete address;
- (b) Relationship; and
- (c) Nature of the company's business.

The Contracting Officer shall be notified immediately in writing in the event of any changes in b.(1) and (2) above throughout the lifetime of this contract. With regard to competing on future MDA procurements, the Contractor must abide by the organizational conflict of interest provisions of this contract.

c. BMD-related PPBS data is defined as: Current or future PPBS data regarding any activity relating to the BMD Program or any of its projects regardless of the funding source or date of the document. Planning data defines the national military strategy; integrates the military forces necessary to accomplish that strategy; prioritizes the resources for effectively accomplishing the mission; and provides decision options. Programming data reflect the systematic analysis of missions and objectives to be achieved, alternative methods, and effective allocation of limited resources. Budgeting data are detailed financial estimates of the BMD Program or any of its related projects.

d. The following list of documents (which is exemplary but not all inclusive) obtained from DoD Directive 7045.14 are considered PPBS documents:

(1) **PLANNING**

Defense Planning Guidance

(2) **PROGRAMMING**

- (a) Fiscal Guidance (when separate from Defense Planning Guidance)
- (b) Program Objective Memoranda (POM)
- (c) POM Defense Program (formerly FYDP) documents(POM Defense Program, Procurement & RDT&E Annexes)
- (d) Program Review Proposals
- (e) Issue Papers (e.g., Major Issue Papers, Tier II Issue Papers, Cover Briefs)
- (f) Proposed Military Department Program Reductions (or Program Offsets)
- (g) Tentative Issue Decision Memoranda
- (h) Program Decision Memoranda

(3) **BUDGETING**

- (a) Defense Program (formerly FYDP) documents for September Budget Estimate Submission (BES) & President's BES including Procurement (P-I), RDT&E (R-I), & Construction (C-I) Program
- (b) Classified P-I, R-I, & C-I Program Annexes
- (c) Program Budget Decisions/Defense Management Review Decisions
- (d) Reports Generated by the Automated Budget Review System (BRS)
- (e) DD Form 1414 Base for Reprogramming
- (f) DD Form 1416 Report of Programs
- (g) Contract Award Reports
- (h) Congressional Data Sheets
- (i) Congressional Descriptive Summary

e. If a document(s) required by an OSD/MDA PPBS approved Contractor contains:

(1) Only BMD-related PPBS information, the Contractor may be granted access to the entire document.

(2) Other Government agency information, the Contractor ONLY may be granted access to BMD-related PPBS data extracted or derived from the document as defined in paragraph c. above.

f. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original certifications of MDA (PPBS Non-disclosure Agreements [MDA Form 99], found in Section J) to the Contracting Officer within fifteen (15) days after the effective date of this contract. An agreement shall be obtained from each of its employees involved in the performance of this contract who require access to such data. Each individual shall be required to agree to:

(1) Read and comply with the applicable provisions of this

(2) Ensure BMD-related PPBS data entrusted to them ONLY will be used in accordance with applicable 000 and MDA governing regulations, for the purpose for which it was provided, and within the scope of the sow.

(3) Not divulge BMD-related PPBS data (obtained directly or indirectly in the performance of this contract unless directed by the Contracting Officer) to any individual, except to Government personnel whom they know to have a need-to-know and non-Government person(s) whom they know to have MDA authorization. Even though data becomes part of the public domain, Contractor personnel are bound by the provisions of this clause not to confirm or deny questions regarding BMD-related PPBS data. Inquiries by unauthorized persons should be referred to the COTR or the Contracting Officer. (Verification of Contractor personnel authorized access to BMD-related PPBS data can be obtained from the Contracting Officer.)

(4) Not transport (by any medium), maintain, or process BMD-related PPBS data outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's facility plan approved by the MDA. (Verification of MDA PPBS-approved Contractor facilities and individuals can be obtained from the Contracting Officer.)

(5) Not to accept any portion of any document which is described in paragraph d. above, unless the portion of the document contains only BMD-related PPBS data.

(6) Notify the Contracting Officer promptly if any non-Government person(s) or company(s) requests access to BMD-related PPBS data.

g. The non-disclosure agreements shall be reviewed and approval granted by the Contracting Officer based on the individual's need-to-know.

h. The Contractor shall be responsible for immediately notifying the Contracting Officer in writing of any changes in its personnel with access to BMD-related PPBS data, e.g., departures, new employees, or employees who no longer need access to such data under this contract, etc.

i. Contractor personnel who have been granted access to BMD-related PPBS data shall process, when possible, such data in Government work spaces using equipment furnished by the Government. However, if a Contractor anticipates processing BMD-related PPBS data in a Government facility on Contractor-owned equipment, prior written approval from the Contracting Officer must be obtained. The Contractor's request (letter) should describe the equipment being used and a brief justification. After approval by the Contracting Officer, the request must be endorsed by the appropriate MDA office before bringing the equipment into the facility:

(1) Information Systems Directorate - all ADP equipment.

(2) Management Operations Directorate - all other equipment, e.g., telefax and reproduction machines, tables, chairs, mobile and permanent white boards, etc.

j. Processing BMD-related PPBS data at the Contractor's facility shall be performed only when absolutely essential and processing in Government work spaces is impractical. Prior to the processing of any such data outside of a Government facility or removal of BMD-related PPBS data from a Government facility, the Contractor shall

submit a written plan to the Contracting Officer outlining the procedures for maintaining such data at its facility. The Contractor shall submit its own plan or a plan which meets the general requirements identified in MDA Directive 7045 "Contractor Access to Planning, Programming, and Budgeting System (PPBS) Data." The plan shall be approved in writing by the Contracting Officer prior to removal of any BMD-related PPBS data from a Government facility or the processing of any such data in the Contractor's facility. A Contractor may submit a separate plan for each of its facilities that need to maintain such data or one plan as long as any differences between the procedures followed at each facility are clearly distinguishable in the plan. If an agent, consultant, or subcontractor requires the processing of BMD-related PPBS data at its facility(s), they also must submit a separate facility plan through the prime Contractor for approval by the Contracting Officer. NOTE: A plan is not required for Contractor personnel who have been given access to BMD-related PPBS data to transport, process, or maintain such data at a Government or an MDA PPBS-approved Contractor facility. (Verification of MDA-approved Contractor facilities and authorized personnel can be obtained from the Contracting Officer.)

k. If the Contractor is not required to process BMD-related PPBS data at its facility(s), the Contractor shall inventory all Government documents in its possession and destroy or return all DoD-generated PPBS and BMD-related PPBS data/documents to the Contracting Officer. If the requirement to process such data at the Contractor's facility(s) changes in the future, compliance with paragraph j. above shall be required.

l. The Contractor shall be responsible for ensuring that persons in their employment that have been granted access to BMD-related PPBS data understand the consequences of divulging such data. Revealing BMD-related PPBS data to unauthorized persons may provide other companies with an unfair advantage in future competitions or jeopardize national security interests. Violations by individuals or companies may result in contractual actions or criminal prosecution.

m. In the event the Contractor or any of its employees, agents, subcontractor employees, or consultants fail to comply with the provisions of this clause, such non-compliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under this contract or under Federal laws. Non-compliance with the provisions of this clause also may adversely affect the evaluation of a Contractor's reliability in future acquisitions.

H-6 PUBLIC RELEASE OF INFORMATION

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "National Industrial Security Program Operating Manual" (DoD 5220.22-M).

b. All public information materials prepared by the Contractor shall be submitted to the MDA (see paragraph e. below) for clearance prior to release. These materials include, but are not limited to, technical papers, and responses to news queries which relate to a Contractor's work under this contract.

c. However, once information has been cleared for public release, it does not have to be cleared again for later use. The information shall be used in its originally cleared context.

d. The MDA Director for External Affairs is responsible for processing Contractor-originated material for public release.

e. All material to be cleared shall be sent to:

Office of the Secretary of Defense
Missile Defense Agency
7100 Defense Pentagon, MDA/SE
Washington, DC 20301-7100

Subcontractor proposed public releases shall be submitted for approval through the prime Contractor.

f. The Contractor shall submit the material proposed for public release to the above addressee by a letter of transmittal which states: (1) to whom the material is to be released; (2) the desired date for public release; (3) that the material has been reviewed and approved by officials of the Contractor, or the subcontractor, for public release; (4) the contract number and the applicable COR.

g. Two (2) copies of each item, including written material, photographs, drawings, "dummy layouts" and the like shall be submitted at least six (6) weeks in advance of the proposed release date.

h. The items submitted must be complete. Photographs shall have captions.

i. Abbreviated materials or abstracts may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, final approval for release or disclosure of the material cannot be given on the basis of abstracts.

j. Outlines or rough drafts will not be cleared.

k. Materials submitted to MDA for release purposes shall be void of all Contractor logos or other attributions to the Contractor.

H-7 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

a. Purpose: The primary purpose of this clause is to aid in ensuring that:

(1) the Contractor's objectivity and judgment are not biased because of its present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this contract;

(2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and

(3) the Contractor does not obtain any unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. Scope: The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. The term "proprietary information" for purposes of this clause is any information considered so valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.

(1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals thereof (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing. In addition, if the Contractor under this contract prepares a complete, or essentially complete, Statement of Work (SOW), or other form of technical solutions, functions, requirements, or specifications document, to be used, directly or indirectly, in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such SOW or specifications. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts involving the same or similar services based on such a SOW or specification.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information for a period of one year after the completion of this contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until one (1) year after such information is released or otherwise made available to the public, or (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.

(3) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. In addition, the Contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. The Contractor will educate its employees regarding the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract except as provided herein.

c. Subcontracts: The Contractor shall include this or substantially the same clause, including this paragraph, in consulting agreements and subcontracts of all tiers. The terms "Contract", "Contractor", and "Contracting Officer". will be appropriately modified to preserve the Government's rights.

d. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5. To facilitate disclosure and Contracting Officer approval, the Contractor shall complete an OCI Analysis/Disclosure Form (Attachment 4, Section J) for each MDA, BMD, and BMD-related contract or subcontract.

(2) The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflicts.

e. Remedies and Waiver:

(1) For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the Contracting Officer may terminate this Contract for convenience if such termination is deemed to be in the best interest of the Government.

(2) The parties recognize that this clause has potential effects which will survive the performance of this contract and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the Director, MDA, (via the Contracting Officer) by submitting a full written description of the requested waiver and the reasons in support thereof.

f. Modifications: Prior to contract modification, when the SOW is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request and the Contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure(s) or representation(s).

H-8 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other BMD Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses will be negotiated as needed to protect the rights of the Contractor and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into Ballistic Missile Defense System plans and the support of the key BMDG program reviews.

c. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.

d. The Contractor further agrees to include a clause in each subcontract requiring compliance with the response and access provisions of paragraph c. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner. The Contractor agrees to accept technical direction as follows: Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Contracting Officer, or a supplemental agreement signed by both the Contracting Officer and the Contractor, will be issued.

f. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause.

H-9 MDA VISIT AUTHORIZATION PROCEDURES

a. The Contractor shall submit all required visit clearances in accordance with NISPOM regulations and will forward all visit requests, identifying the contract number, to:

Office of the Secretary of Defense
Missile Defense Agency
7100 Defense Pentagon, MDA/SOC
Washington, D.C. 20301-7100
Phone No.: (703) 695-8048 FAX No.: (703) 693-1526

b. The Contracting Officer's Representative is authorized to approve visit requests for the Contracting Officer.

H-10 PERSONNEL QUALIFICATIONS

The Contractor shall notify the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced; or (2) the added person's qualifications are equal to or better than the Core Capabilities of this contract. Personnel qualifications are contained in Attachment 2.

H-11 ACQUISITION OF FACILITIES

The Contractor agrees to provide all necessary facilities (as defined under FAR 45.301 and further defined under FAR 45.101 definitions of Plant Equipment and Real Property) for the performance of this contract. The term facilities includes all general purpose office equipment and automated data/information processing equipment and software. Accordingly, the Contractor shall not purchase or lease facilities for the account of the Government without the express permission of the Contracting Officer. The Contracting Officer, before providing express permission to the Contractor, will coordinate all Contractor requests to acquire facilities with the Contracting Officer's Representative (COR) and will not authorize such acquisition without COR review and approval. In no case shall the cost to the Government for leased facilities, acquired under this contract, exceed the constructive cost of ownership. Additionally, acquisition or lease of facilities, if approved by the Contracting Officer, shall be provided at cost, applicable burdens applied, exclusive of prime Contractor fee/profit of other profit centers or business units of the prime Contractor.

H-12 INHERENTLY GOVERNMENTAL FUNCTIONS

An inherently governmental function is a function that is so intimately related to the public interest as to mandate performance by Government employees. These functions include those activities that require either the exercise of discretion or the making of value judgements in making decisions for the Government. The Contractor is not an agent or a representative of MDA and shall not assume these roles. While the Contractor may be required to visit other governmental agencies or Contractors to obtain information for MDA, such work shall be under the guidance of the COR. Fact finding involving foreign governments and necessarily U.S. relations with those governments shall not be performed by the Contractor.

The Contractor shall ensure that its employees performing this contract have read and understand Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, on this subject. In the event the Contractor is concerned that work requested of it violates the Policy Letter, it shall immediately inform the Contracting Officer.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Oct 1997) - Alternate II	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.217-8	Option To Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.225-13 (Dev)	Restriction on Certain Foreign Purchases	JUN 2003
52.227-1	Authorization and Consent	JUL 1995

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration Of Cost Accounting Standards	NOV 1999
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.245-5 Alt I	Government Property (Cost-Reimbursement, Time-and-Material, Or Labor-Hour Contracts) (Jun 2003) Alternate I	JUN 2003
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.250-1 Alt I	Indemnification Under Public Law 85-804 (Apr 1984) - Alternate I	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.208-7000	Intent To Furnish Precious Metals As Government--Furnished Material	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003

252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 1998
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996
252.251-7000	Ordering From Government Supply Sources	OCT 2002

CLAUSES INCORPORATED 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 \$10,848,000.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$10,848,000.00 dollars.

(End of clause)

52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name:

Mailing Address:

Telephone Number:

Person to Contact:

Electronic Address:

(End of clause)

**52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS
TRANSFER INFORMATION (MAY 1999)**

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name:

Mailing Address:

Telephone Number:

Person to Contact:

Electronic Address:

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)

(a) Definitions.

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[Insert one or more Internet addresses]

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION JDOCUMENTTITLE

EXHIBIT A

Contract Data Requirements Lists (DD Forms 1423-1)

ATTACHMENT 1

Statement of Work -- "Scientific, Engineering, and Technical Assistance Services for MDA Headquarters Program Planning Support"

ATTACHMENT 2

Personnel Qualifications

ATTACHMENT 3

Contract Security Classification Specification (DD Form 254)

ATTACHMENT 4

OCI Analysis/Disclosure Form

Exhibit A
HQ0006-04-C-0002

CONTRACT DATA REQUIREMENTS LIST

FOR

THE

SCIENTIFIC, ENGINEERING AND TECHNICAL ASSISTANCE (SETA) SUPPORT

FOR THE SYSTEMS ENGINEERING (SE) DIRECTORATE

AND

THE

PROGRAM DIRECTOR, BM/C2 (BC)

October 10, 2003

PREPARED BY

MISSILE DEFENSE AGENCY

A. INTRODUCTION

The Contract Data Requirements List (CDRL) is prepared in a word processing format to increase the efficiency of electronic development and transmission. Block numbering and titles remain as used in the DD Form 1423 as derived from *Procedures for the Acquisition and Management of Technical Data*, DoD 5010.12-M.

B. APPLICABLE DOCUMENTS

DoD 5010.12-L, *Acquisition Management Systems and Data Requirements Control List (AMSDL)*, Apr. 1997

DoDD 5230.24, *Distribution Statements on Technical Documents*, Mar. 18, 1987

C. AUTHORITIES (BLOCK 4)

Data Item Descriptions (DIDs) entered in CDRL blocks 2 and 4 are selected from the *Acquisition Management Systems and Data Requirements Control List (AMSDL)*, DoD 5010.12-L. The application of any DID tailoring is indicated by addition of the suffix "T" to the DID number entered in Block 4. Such tailoring is accomplished to relax format requirements or conform the data requirement to those requirements contained in the Statement of Objectives (SOO).

D. APPROVAL (BLOCK 8)

Selected data will require approval before their submission is considered final. The approving authority shall be the MDA/TR Contracting Officer's Representative (COR) as indicated by the first addressee entry of Block 14.a. The use of "N/A" in Block 8 does not forfeit or otherwise affect the Government's right to consider unacceptable any submission of data that does not comply with the contract requirements.

E. DATA DELIVERY DUE DATES (BLOCKS 12 AND 13)

Data will be considered delinquent when not physically arriving or electronically available at the distribution destination on the date(s) specified. Unless otherwise indicated, references to "days" are calendar days.

F. SUPPLEMENTAL INFORMATION

G. DEFINITIONS OF ACRONYMS AND ABBREVIATIONS

<u>DI Block</u>	<u>Entry</u>	<u>Definition</u>
7	LT	Letter of transmittal
8	N/A	Not applicable
9	N/A	Not applicable
10	ASREQ	As required
	ANNLY	Annually
	MTHLY	Monthly
11	N/A	Not applicable
12	DAC	Days after contract initiation
13	xx DARP	xx Days After Reporting Period
14	LT	Letter of transmittal

I. ADDRESSEE LIST

Block 14

Entry Complete Mailing Address

MDA/BC & SE	Missile Defense Agency
MDA/CT, or	ATTN: MDA/_____
MDA/PIA	Navy Annex – Federal Office Building 2 (FOB2) 1301 Southgate Road Arlington, VA 22202
DTIC	Defense Technical Information Center ATTN: DTIC-FDAC 8725 John J. Kingman Road Fort Belvoir, VA 22060-6218
BIRC	BMD Information Resource Center Navy Annex – Federal Office Building 2 (FOB2) – Wing 8 1301 Southgate Road, Room G8062 Arlington, VA 22202

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block 2.								
A. CONTRACT LINE ITEM NO. 0003		B. EXHIBIT A		C. CATEGORY TDP TM OTHER <u>XX</u>				
D. SYSTEM/ITEM SETA For MDA/BC & SE		E. CONTRACT/PR. NO HQ0006-04-C-0002		F. CONTRACTOR Computer Sciences Corporation				
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Conference Agenda			3. SUBTITLE Program Review Agenda				
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81249A/T, Oct. 1993		5. CONTRACT REFERENCE SOO and Contract Clause C-1		6. REQUIRING OFFICE MDA/BC & SE				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION 45 DAC	14. DISTRIBUTION				
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION ASREQ					
16. REMARKS Block 4: Paragraph 10.2.c: Add "Either with this agenda, or as supplemental documentation for distribution not later than Program Review commencement, provide listing of objectives and decisions required associated with each topic or subtopic." Block 8: Approval will be for technical content. Draft submission 13 working days before Program Review commencement. Allow two working days for Government review and comment. The contractor shall publish final agenda 10 working days before Program Review commencement. Blocks 14 and 15: Delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative (COR). Electronic form shall be compatible with existing MDA word processing, spreadsheet, and database applications. Additional distribution as directed by COR.				a. ADDRESSEE		b. COPIES		
				MDA/BC & SE		Draft	Final	
				MDA/CTS			Reg	Repro
				MDA/PIA - Data Manager				
				15. TOTAL				
⇒		1	1					
G. PREPARED BY Joseph L. Hamrick, 11 Col, USAF, MDA/SE		H. DATE 10/10/03		I. APPROVED BY Mr. William H. Stieglitz, MDA/PI		J. DATE 10/10/03		

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
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A. CONTRACT LINE ITEM NO. 0003		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <u>XX</u>				
D. SYSTEM/ITEM SETA For MDA/BC & SE		E. CONTRACT/PR. NO HQ0006-04-C-0002		F. CONTRACTOR Computer Sciences Corporation				
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Conference Minutes			3. SUBTITLE Program Review Minutes				
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81250A, Oct. 1993		5. CONTRACT REFERENCE SOO and Contract Clause C-1		6. REQUIRING OFFICE MDA/BC & SE				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION b. COPIES			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION ASREQ					
16. REMARKS Block 8: Approval will be for technical content. Draft submission five working days after Program Review completion. Allow three working days for Government review and comment. The contractor shall publish final minutes three working days after approval of draft. Blocks 14 and 15: Delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative (COR). Electronic form shall be compatible with existing MDA word processing, spreadsheet, and database applications. Additional distribution as directed by COR.				a. ADDRESSEE		Draft	Final Reg	Repro
				MDA/BC & SE		1	1	
				MDA/CTS			LT	
				MDA/PIA- Data Manager			LT	
				15. TOTAL ⇒				
G. PREPARED BY Joseph L. Hamrick, Lt Col, USAF, MDA/SE		H. DATE 10/10/03		I. APPROVED BY Mr. William H. Stieglitz, MDA/PI		J. DATE 10/10/03		

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
<small>Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for the Contract/PR No. listed in Block E.</small>								
A. CONTRACT LINE ITEM NO. 0003		B. EXHIBIT A		C. CATEGORY TDP TM OTHER <u>XX</u>				
D. SYSTEM/ITEM SETA Support for MDA/BC & SE		E. CONTRACT/PR. NO. HQ0006-04-C-0002		F. CONTRACTOR				
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Scientific & Technical Reports			3. SUBTITLE Analysis Report				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80711/T, Dec. 1988		5. CONTRACT REFERENCE SOO and Contract Clause C-1		6. REQUIRING OFFICE MDA/BC & SE				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY See Block 16	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16					
16. REMARKS Block 4: Formats to be proposed by contractor for COR approval. Block 9: Distribution authorized to DoD and U.S. DoD contractors only – critical technology 21 July 1994. Other requests shall be referred to MDA/BC & SE. Blocks 10, 12 and 13: Draft and final submissions as directed by the COR. Blocks 14 and 15: Delivery shall be by electronic media unless otherwise directed by the COR. Electronic form shall be compatible with existing MDA word processing, spreadsheet, and database applications. Distribution of final reports to MDA/BIRC and DTIC as directed by the COR.				a. ADDRESSEE		b. COPIES		
				MDA/BC & SE		Draft	Final	
							Reg	Repro
				MDA/CTS		1	1	
				MDA/PI - Data Manager			LT	
				MDABIRC			1	
				DTIC			1	
				15. TOTAL				
⇒		1	3					
G. PREPARED BY Joseph L. Hamrick, Lt Col USAF, MDA/SE		H. DATE 10/10/03		I. APPROVED BY Mr. William H. Stieglitz, MDA/PI		J. DATE 10/10/03		

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO. 0003		B. EXHIBIT A		C. CATEGORY TDP TM OTHER XX			
D. SYSTEM/ITEM SETA Support for MDA/BC & SE		E. CONTRACT/PR. NO IIQ0006-04-C-0002		F. CONTRACTOR Computer Sciences Corporation			
I. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Technical Report – Study/Services			3. SUBTITLE Action Item Tracking			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508/T, Jan. 1988		5. CONTRACT REFERENCE SOO and Contract Clause C-1		6. REQUIRING OFFICE MDA/BC & SE			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED D	10. FREQUENCY See Block 16	12. DATE OF FIRST SUBMISSION See Block 16	14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16	a. ADDRESSEE	b. COPIES		
					Draft	Reg	Final
16. REMARKS Block 4: Formats to be proposed by contractor for COR approval. Blocks 10, 12 and 13: Draft and final submissions as directed by the COR. Blocks 14 and 15: Delivery shall be by electronic media unless otherwise directed by the COR. Electronic form shall be compatible with existing MDA word processing, spreadsheet, and database applications.				MDA/BC & SE	1	1	
				MDA/CTS		LT	
				15. TOTAL	⇒	1	1
G. PREPARED BY Joseph L. Hamrick, Lt Col USAF, MDA/SE		H. DATE 10/10/03		I. APPROVED BY Mr. William H. Stieglitz, MDA/PI		J. DATE 10/10/03	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188					
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A. CONTRACT LINE ITEM NO. 0003		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <u>XX</u>							
D. SYSTEM/ITEM SETA Support For MDA/BC & SE		E. CONTRACT/PR. NO HQ0006-04-C-0002		F. CONTRACTOR Computer Sciences Corporation							
1. DATA ITEM NO. A005 Cont.	2. TITLE OF DATA ITEM Funds and Manhour Expenditure Report			3. SUBTITLE Funds & Labor Hour Expenditure Report							
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80508/T, Jan. 1988		5. CONTRACT REFERENCE SOO and Contract Clause C-1		6. REQUIRING OFFICE MDA/BC & SE							
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 90DAC		14. DISTRIBUTION b. COPIES Final Reg Repro						
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16								
16. REMARKS Block 4: Continued 10.3 <u>Format and Content</u> : Each detailed report shall contain the following: 10.3.1 <u>Monthly Funds and Labor Hour Expenditure Report</u> . This chart shall contain the following data elements (see Attachment 1): 10.3.1.1 The table heading (on the left side) shall include contract number, latest executed modification, contract type (cost and fee arrangements, CPFF, CPAF, etc.), report description (Contract Summary, Option 1, CLIN, etc.); (the right side) shall include preparation date, reporting period, POP, and funding. 10.3.1.2 The elements shall contain a breakdown by the following categories: Direct Labor Hours, Total Labor (Unburdened \$), Other Direct Costs (\$) and Fee (\$). Line 1. Direct Labor, shall identify direct labor hours by the labor categories negotiated in the contract (as awarded or later modified) for both the Prime Contractor and Subcontractors. Line 2 shall provide a subtotal of Direct (unburdened) Labor Dollars for the Prime Contractor. Line 3 shall identify ODCs for the Prime Contractor and Subcontractors. Separate line items within the ODC category shall identify facilities (rent, equipment, etc.), travel (including subsistence and other allowable costs related to travel), and any minor categories listed in "other". Line 4 shall identify the Prime Contractor's Total Indirect Cost amount. Line 5 shall provide Overall Cost for the Prime Contractor and Subcontractors Line 6 shall provide the fee amount for the Prime Contractor and Fee amount for Subcontractors. Cost Plus Fee amount shall be identified. Open/Outstanding Commitments (the estimated dollar obligations (excluding accrued expenditures) to vendors or subcontractors including any termination liability) shall be identified, and total amount plus commitments shall be provided. 10.3.1.3 Column "A" shall be labeled <u>Current Contract Baseline</u> . A total summary of the latest negotiated contract up to and including the fully executed modification identified in the table heading. Column "A1" shall contain all data for the Prime Contractor. Column "A2" shall contain all data for the Subcontractors. Column "A3" shall contain the combined total data for both the Prime Contractor and the Subcontractors. 10.3.1.4 Column "B" shall be labeled <u>Task/Delivery Order Authorized</u> . A total summary of the latest authorized task/delivery orders. NOTE: This will not be applicable for completion contracts.				a. ADDRESSEE		Draft	Reg	Repro			
								15. TOTAL ⇒			
				G. PREPARED BY Joseph L. Hamrick, Lt Col, USAF, MDA/SEM		H. DATE 3 OCT 03		I. APPROVED BY William H. Stieglitz, Data Manager, MDA/PI		J. DATE 3 OCT 03	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
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A. CONTRACT LINE ITEM NO. 0003		B. EXHIBIT A		C. CATEGORY TDP TM OTHER XX			
D. SYSTEM/ITEM SETA Support For MDA/BC & SE		E. CONTRACT/PR. NO. HQ0006-04-C-0002		F. CONTRACTOR Computer Sciences Corporation			
1. DATA ITEM NO. A005 Cont.	2. TITLE OF DATA ITEM Funds and Manhour Expenditure Report			3. SUBTITLE Funds and Labor Hour Expenditure Report			
4. AUTHORITY (Data Acquisition Document No.) DI-ADMIN-81250A/T, Oct. 1993		5. CONTRACT REFERENCE SOO & Contract Clause C-1			6. REQUIRING OFFICE MDA/BC & SE		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16		b. COPIES		
					a. ADDRESSEE	Draft	Final Reg Repro
16. REMARKS BLOCK 4: Continued 10.3.1.5 Column "C" shall be labeled <u>Cumulative Expenditures to Date</u> . A total summary of expenditure data from inception through the current reporting period. <u>Expenditures</u> are recorded costs as defined within FAR Clause 52.216-7, Allowable Cost and Payment, plus the estimated fee earned. Such costs include: (1) actual payments for services or items purchased directly for the contract, and (2) costs incurred, but not necessarily paid, for direct labor, direct travel, other direct costs and allocated indirect costs. Cumulative expenditures that result in a variance of more than + 10 percent of the Cumulative Planned in the graphs, shall be explained in the "Remarks" section. 10.3.1.6 Column "D" shall be labeled <u>Estimate at Completion</u> . An estimate of final total cost at completion of the work effort. Estimates that vary from section 10.3.1.1, Current Contract Baseline, by more the ± 10 Percent shall be explained in the "Remarks" section. 10.3.1.7 Column "E" shall be labeled <u>Reporting Period Expenditures</u> . A total summary of expenditure data for the current reporting period. <u>Expenditures</u> are recorded costs as defined within FAR Clause 52.216-7, allowable Cost and Payment, plus the estimated fee earned. Such costs include: (1) actual payments for services or items purchased directly for the contract, and (2) costs incurred, but not necessarily paid, for direct labor, direct travel, other direct costs and allocated indirect costs. 10.3.2 <u>Funds Expenditure Graph</u> . A funds expenditure graph shall be included. The graph shall portray, on a monthly basis, the planned versus actual dollar expenditures (including fee) along with funding for the applicable report. The graph shall include a corresponding table of figures specifying period and cumulative data for planned and actual expenditures, and funding. See attached Funds Expenditure Graph. 10.3.3 <u>Hours Expenditure Graph</u> . A labor hour graph shall be included. The graph shall portray, on a monthly basis, the planned versus actual total labor hours for the applicable work. The graph shall include a corresponding table of figures specifying period and cumulative data for planned and actual labor hours. Block 9: Distribution statement may be required as directed by COR (DoD 5050.12-M refers). Block 12: The first submission is due twenty calendar days after the first full month after contract initiation to include reporting period from the date of contract initiation. Note: In the case of modifications, Initial CARAT submissions require the entry of the cumulative February FLHER and the initial submission of the March Report. Block 14: Distribution to MDA/CT and MDA/PI shall be via electronic means as directed by the PCO. The PCO has directed that FLHERs will be prepared and submitted electronically using the Combined Acquisition Reporting and Analysis Tool (CARAT). To establish a Contractor account in CARAT, Call 703-882-6433 or 703-882-6561 or fax the CARAT ID request to (703) 882-6356.							
G. PREPARED BY Joseph L. Hamrick, Lt Col, USAF, MDA/SEM		H. DATE 10/10/03		I. APPROVED BY William H. Stieglitz, Data Manager, MDA/PI		J. DATE 10/10/03	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
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A. CONTRACT LINE ITEM NO. 0003		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <u>XX</u>				
D. SYSTEM/ITEM SETA Support For MDA/BC & SE		E. CONTRACT/PR. NO. IIQ0006-04-C-0002		F. CONTRACTOR Computer Sciences Corporation				
1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM Status Report			3. SUBTITLE Monthly Status Report (MSR)				
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80368/T, Jun. 1987		5. CONTRACT REFERENCE SOO and Contract Clause C-1		6. REQUIRING OFFICE MDA/BC & SE				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION See Block 16	14. DISTRIBUTION				
8. APP CODE N/A		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 20 DARP	a. ADDRESSEE		b. COPIES		
						Draft	Final Reg Repro	
16. REMARKS Block 4: Report shall be modified as follows: Section 10.1 Replace with <u>Format</u> . The format of the Status Report may be in contractor format consistent with Section 10.2 and CDRL requirements. Sample is at CDRL attachment 1. Section 10.2.2.1.f Add: A corrective action plan to remedy problems shall be included. Section 10.2.2.1.i Replace with: Any other information which may cause significant changes in the program schedule and may impact contract compliance. Add Section 10.2.2.1.j: Items listed must reflect the performance of contracted SETA support services and language used must not erroneously give the impression that the contractor has performed an inherently governmental function. Section 10.2.2.2 Add: The description will apply only to items included in the SOO. The report shall not be used to pursue marketing efforts. Delete Section 10.2.2.3. Block 12: First submission due twenty calendar days after completion of the first full month of performance after contract award to include reporting period from the date of contract award. Block 14: The MSR shall be presented to the COR via a Program Manager Review (PMR) meeting. At the discretion of the COR, this meeting may be by telephone or video teleconference. Out of cycle PMRs may be requested if unusual or unexpected program activity warrant them at the specific request of the COR.				MDA/BC & SE			1	
				MDA/CTS			1	
				MDA/PIA - Data Manager			LT	
				15. TOTAL				

G. PREPARED BY Joseph L. Hamrick, Lt Col, USAF, MDA/SEM	H. DATE 10/10/03	I. APPROVED BY William H. Stieglitz, Data Manager, MDA/PI	J. DATE 10/10/03
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COMPANY NAME
COMPANY ADDRESS

MONTHLY STATUS REPORT

Month Year

**Submitted to:
Missile Defense Agency
MDA/BC & SE**

**In accordance with
Contract HQ0006-04-C-0002
CDRL A006**

**Distribution:
MDA/BC
MDA/SE
MDA /CTS**

MONTHLY STATUS REPORT

I. SUMMARY

The summary shall include a **brief** statement of the overall project status, covering the accomplished technical activities and development and objectives of efforts.

II. BODY OF REPORT

The body of the report shall include a **brief** statement of the following terms (where applicable):

A. Milestone/task status: The status of each Unit of Work (UOW) as defined in the CDRL.

1. A brief statement as to whether or not the overall UOW is on schedule.
2. A brief statement on effort expended during the reporting period.
3. A brief narrative of any new problem areas/changes encountered or anticipated, their effect on overall work effort, and steps being taken to remedy the problem/change situation.
4. A brief narrative of any outstanding problems existing as of the previous status report and their resolution status.

B. Contract Deliverable Status: A brief statement of the status of each deliverable end item as required by the contract.

C. Appendices: Appendices (where applicable) for tables, references, charts, or other descriptive material. Each Appendix shall be identified and referenced in the appropriate area of the report.

**STATEMENT OF OBJECTIVES
FOR
MISSILE DEFENSE AGENCY
BMDS MISSILE DEFENSE NATIONAL TEAM
SYSTEM ENGINEERING AND INTEGRATION SETA TEAM
AND
COMMAND AND CONTROL, BATTLE MANAGEMENT, AND COMMUNICATIONS TEAM**

1.0 Background

To improve leadership, management and organization of missile defense activities, the Secretary of Defense has established new "priorities" and guidance for the Ballistic Missile Defense Program.

"The following are the top four missile defense priorities for the Department of Defense:

- a. First, to defend the U.S., deployed forces, allies, and friends.
- b. Second, to employ an integrated Ballistic Missile Defense System (BMDS) that layers defenses to intercept missiles in all phases of their flight (i.e., boost, midcourse, and terminal) against all ranges of threats.
- c. Third, to enable the Services to field elements of the overall BMDS as soon as practicable. To that end, we have started to deploy the Patriot Advanced Capability-3 system this year, after successful testing, as the first line of defense against short-range missiles.
- d. Fourth, to develop and test technologies, use prototype and test assets to provide early capability, if necessary, and incrementally improve the effectiveness of deployed capability by inserting new technologies as they become available. In particular, there should be sufficient test assets and plans to provide for a rapid transition to an emergency capability if necessary."

To meet these priorities, MDA is transforming the Missile Defense Program. MDA is executing an aggressive research, development, test and evaluation (RDT&E) program that focuses on a single integrated and layered Ballistic Missile Defense System (BMDS), no longer differentiating between theater and national missile defense. The System will provide initial capabilities and enhance these capabilities over time (block upgrades) by developing and testing defenses that employ complementary sensors, weapons, and communications/decision support systems to engage threats in the boost, mid-course, and terminal phases of flight. MDA has designed a comprehensive, but flexible RDT&E program to both integrate and expand existing element capabilities, and to examine and integrate the widest possible range of promising technologies into the block upgrades.

BMDS capability will increase over time through an evolutionary process as technologies mature and are proven through testing. The BMD program is transitioning from an element-centric to a system-centric focus, and from a requirements-based to a capability-based, block approach. The block approach allows MDA to put the best, most capable technologies "in play" sooner than would otherwise be possible. The program has been organized with the aim of developing militarily useful capabilities in biannual blocks, starting as early as 2004-2006. Blocks are sets of capability developments which build on previous blocks, and that will be verified prior to transfer to the Services. These block capabilities could be deployed on an interim basis to meet an emergent threat, as an upgrade to an already deployed system, or to discourage a potential adversary from improving its ballistic missile capabilities. The Missile Defense National Team (MDNT) is one of the underpinnings of this transition.

To bring about the transition to a BMDS, MDA created a Missile Defense National Team (MDNT). This requires a collaborative enterprise comprised of the best and brightest minds of Industry and Government. The MDNT is composed of Government, Federally Funded Research and Development Corporations (FFRDC), System

Engineering and Technical Assistance (SETA) providers and two teams comprised of major defense contractors that are experienced in development, integration and production of defense systems.

This Statement of Objectives (SOO) provides the objectives for the MDNTS (SE&I) and MDNTB (C2BMC) SETA Teams. The SETA Teams, as MDNTS and MDNTB partners, are responsible for integrating the BMDS elements into an integrated and layered BMDS architecture. The MDNTS will provide block technical definition, validate BMDS Block performance and verify the integration of each of the BMDS blocks based on Government provided capability goals (Technical Objectives & Goals Document (TOG) and Adversary Capability Document (ACD)). The MDNTS SETA is responsible for the development of the TOG, the ACD and supporting documentation and analysis (e.g., Capability Index, Adversary Vignettes Document, etc.). The MDNTB will implement the BMDS Block C2BMC capabilities to meet the overall system goals as defined by the MDNTS. The MDNTB SETA is responsible for support of implementation activities, which include project planning and management, development of engineering specifications, software code and algorithms, and supporting documentation and analysis.

2.0 Missile Defense National Team Concept of Operations and Structure

The MDNT will operate as an integrated (Government, FFRDC, SETA and Industry) high performance team. The system engineering and integration of the BMDS shall be conducted using an "Alpha Engineering" process that leverages the Missile Defense National Team participants. Alpha Engineering is a collaborative effort among all participants in developing Missile Defense National Team products. It includes selecting the best product lead regardless of affiliation.

Competition for development efforts will be at the Element level and will be focused on the success of different technical approaches. A firewall will be constructed around the MDNT to prevent conflict of interest, to protect proprietary information, and to ensure the integrity of future competitions at the Element level. Award fees for the SETA portion of the MDNT will be structured to provide incentives for superior innovation, performance, collaboration and problem solving.

The MDNT will operate under a set of guiding ground rules as follows. All activities will be collaborative rather than adversarial with open interaction across the entire Government and Industry Team. MDNT members (Government, FFRDC, SETA and Industry) will bring to bear key capabilities, process methodologies, tools and proprietary knowledge of the Missile Defense problem. All MDNT members will be trusted advisors, providing an honest broker approach to this important work. Proprietary data will be shared freely within the MDNT and will be strictly protected from going outside the firewall. The MDNT will maintain a high performance, product oriented focus.

Figure SOO-1 depicts the notional structure of the Missile Defense National Team (MDNT).

FIREWALL DIAGRAM/PICTURE

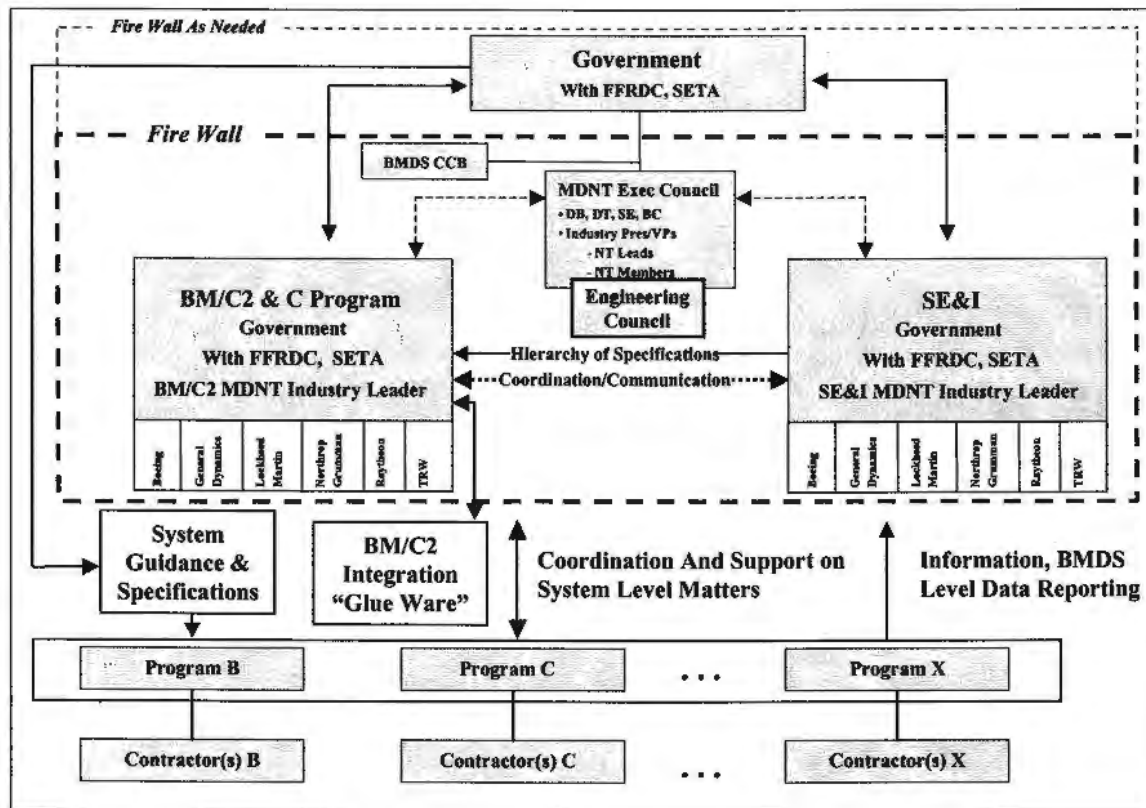


Figure SOO -1. Notional Structure of the Missile Defense National Team

The Government and SETA Team at the top of the figure is responsible for the BMD System Definition as outlined in the TOG, ACD and BMDS IMP/IMS. The Missile Defense National Team, inside the firewall, is responsible for the evolutionary development of the BMDS technical design. This will include all Systems Engineering and Integration of the BMDS as well as the design and specification of the BMDS C²BMC. The MDNTS Industry Team will work closely with the MDNTB Industry Team to ensure timely coordination and communication. The System Engineering & Integration Council (SEIC) will resolve critical SE&I issues across the Elements, Components, and Functions of the BMDS. The SETA Team will manage the SEIC for the Government. MDNTS and the MDNTB are principal members of the SEIC and will assist the SEIC chair (MDA/SE), in the development and selection of program integration strategies, review and early input on integration issues.

3.0 MDNTS and MDNTB SETA Teams Inside and Outside the Firewall

The MDNT SETA Teams shall provide leadership and support both inside and outside the firewall. Inside the firewall the MDNT SETA will perform as an integral component of the collaborative MDNT. SETA products inside the firewall will be developed in collaboration with the MDNTS Industry component and are designated as collaborative products (CP). Outside the firewall the SETA Team will support MDA/SE and MDA/BC in its MDA wide role, will execute the development of Government-provided BMDS level analysis and documentation and review and manage support of MDNT products and plans as directed by MDA/SE and MDA/BC respectively. SETA products outside the firewall are designated as deliverable products (DP).

3.1 General Products

- IPT Hourly Reporting

4.0 Missile Defense National Team SE&I SETA Team Objectives

4.1 System Definition

Tasks/Responsibilities

- Develop and maintain BMDS Technical Objectives and Goals
- Establish the threat space to drive the BMDS blocks
- Define and characterize the operational environment
- Develop and maintain Adversary Vignettes Document

Products

- | | |
|---|----|
| • Technical Objectives and Goals (TOG) | DP |
| • Adversary Capability Reference Document (ACD) | DP |
| • Adversary Vignette Document (AVD) | DP |

4.2 Capability Allocation

Tasks/Responsibilities

- Translate the BMDS TOG into BMDS capability specification
- Allocate capability requirements to system and elements
- Develop and allocate ICSs to system and elements
- Allocate BM/C2 & C requirements

Products

- | | |
|--|----|
| • Architecture with Views: Functional, Information, and Systems (DI: 3-01) | CP |
| • SCS (DI: 3-02) | CP |
| • ECS/CCS, SCNs (DI: 3-03) | CP |
| • ICSs (DI: 3-04) | CP |

4.3 System Analysis

Tasks/Responsibilities

- Provide BMDS focus and conduct cross system-block/element analyses to support development and balancing of an integrated layered defense
- Conduct effectiveness analysis to establish expected BMDS capability
- Conduct assessments to support annual system-block and element reviews
- Support U.S., U.K., NATO, Turkey, Germany and other Allies interoperability studies, assessments, and projects as directed
- Define requirements for BMDS engineering level M&S

Products

- | | |
|---|----|
| • Architecture Roadmap, Trade Studies and Capability Assessments (DI: 2-01) | CP |
| • Element/Component Characterization Analyses (DI: 2-02) | CP |
| • TOG analyses | DP |
| • SCS analyses | CP |
| • ACD parameter sensitivity analysis | DP |

- Blue Team (CCM performance assessment) CP
- Virtual Model Requirements and Verification Plan (DI: 4-01) CP
- MDA quick reaction analyses DP
- Capability assessments CP
- Annual review support CP
- BMDS Virtual Model IV & I DP
- M&S plan/ Catalog CP

4.4 Block Integration

Tasks/Responsibilities

- Provide continuous assessment of element/component specific capability
- Provide cross segment analysis to assess common component development and risk
- Element/component technical reviews
- Define block reference architecture(s)
- Define block verification requirements
- Define block metrics and measures requirements
- Measure integrated capability of layered BMDS
- Performs studies on potential BMDS elements / components

Products

- BMDS Block Capability Assessment (DI: 9-01) CP
- BMD System Evolution Plan DP
- BMDS Integration Strategy (DI: 5-01) CP
- Architecture Roadmap, Trade Studies and Capability Assessments (DI: 2-01) CP
- Concept studies CP
- Program Baseline Synthesis (DI: 8-01) CP

4.5 Verification

Tasks/Responsibilities

- Wargame requirements, execution and engineering feedback
- Establish BMDS verification plan
- Develop BMDS objectives and requirements for testing of block capability
- Develop requirements for targets – digital, ground and flight test
- Develop requirements for collection/acquisition of phenomenology data
- Verify BMDS capability through integration testing
- Develop system-block level Technical Performance Measures (TPM)
- Establish objectives and requirements to drive the execution of the corporate lethality program

Products

- BMDS Test Objectives (DI: 5-02) CP
- BMDS Verification Plan (DI: 3-02, Section 4) CP
- TPM development CP
- BMDS Annual Capability Verification Status Report CP
-

4.6 Resource Management

Tasks/Responsibilities

- Personnel management
- POM/budget preparation and current year execution
- Monitor/respond to congressional Questions For Record (QFR)
- Contract (MDNTS(I), FFRDC) oversight/actions
- Data management
- Configuration control board/advance change study notices

Products

- POM R-2s/purchase request DP
- MDA/SE work breakdown structure DP
- Data library DP
- Congressional QFRs responses DP
- Request for information to industry DP
- Badge/space request DP
- Personnel actions (EPRs, OPRs, Position Requisitions) DP
- IMP/IMS DP
- Life cycle cost ROMs DP

4.7 Focus Areas & Discipline Experts

Focus Areas

- International
- Corporate Lethality
- Corporate CM / CCM
- BMDS Black Team
- Corporate Risk
- Configuration Control

Tasks/Responsibilities

- Support MDA/SR international programs
- Conduct the Corporate Lethality Program
- Conduct a BMDS corporate counter measure/ Counter-counter measure program
- Establish and execute the BMD system level risk management process
- Specialty engineering (R/A/M, parts control, quality)
- Conduct black team assessments
- Failure review boards
- Configuration control boards

Products

- BMDS Risk Assessment and Management (DI: 6-01) CP
- Lethality effects analyses CP
- System support plan CP
- Red, Blue, White, and Black Team assessments DP
- ACNs/ASNs/ECP CP
- CCB Minutes/Action Items (DI: 8-02) CP

5.0 Missile Defense National Team C2BMC SETA Team Objectives

This effort will provide MDA/BC scientific, engineering, analytical and technical assistance to support the following MDA/BC missions, including support for all MDA/BC activities that are not inherently governmental.

Tasks/Responsibilities

- Develop and integrate the C2BMC Element of the Ballistic Missile Defense System (BMDS)
- Develop data and communications interoperability across all BMDS Elements and missions
- Coordinate, participate in, and review MDA/SE and MDNTS processes and deliverables.
- Coordinate, generate, and review MDNTB processes and deliverables.
- Develop enhancements to JPN, JDN, JCTN and the GCN networks to support BMD operations
- Attend meetings, program reviews, briefings, and workshops as requested by MDA/BC and prepare minutes and "hot-wash" summaries of these activities when directed. Represent MDA/BC on internal and external control boards and working groups as directed.
- Support U.S., U.K., NATO and Allies interoperability studies, assessments, and projects

- Conduct special studies, technical assistance, analyses, modeling and simulation, and proof-of-principle software development for all phases and components of the C2BMC as directed by the government
- Support BMDS exercise, demo and flight test activities including programmatic and financial management, coordination with internal and external participants, technical guidance, participation in planning meetings, onsite observation, post-event reports, and capture and dissemination of lessons learned.
- Maintain records necessary for the efficient operation of MDA/BC, as directed, such as: budget documents, cost records, and presentations by the Deputy for BC and staff, or by the OSD, Services, Joint Staff, or other activities external to MDA/BC.
- Support MDA/BC in designing, coordinating, implementing, testing, documenting, and maintaining allocated infrastructure software and data and allocated default test article algorithms for the Ballistic Missile Defense (BMD) Benchmark simulation.
- Support other special projects on a case-by-case basis (i.e. Strategic Planning Off Sites, etc.) as directed by MDA/BC.

ProductsIPT Hourly Reporting

5.1 MDA/BCP and Resource Management Support

Tasks/Responsibilities

- Personnel management (EPRs, OPRs)
- PPBS/POM/R-2s budget preparation and current year execution
- Monitor/respond to congressional Questions For Record (QFR)
- Contract (MDNTB(I), FFRDC) oversight/actions
- IMP/IMS review and maintenance
- Data management (action items, issues)
- Configuration control board/advance change study notices
- Component/Element Transition Planning and Analysis

Products

- POM R-2s/purchase request
- Work breakdown structure
- ACSNs reviews
- Data library
- Congressional QFRs responses
- Request for information to industry
- Badge/space requests
- Personnel actions (EPRs, OPRs, Position Requisitions)
- IMP / IMS
- Life cycle cost ROMsIPT Hourly Reporting

5.2 MDA/BCB Support

Tasks/Responsibilities

- Support JDP-BMD program development. Support as directed JDP GCCS integration, JDP-CAPS Engine Interface integration, and development of program requirements and subsequent JDP-BMD prototype development.
- Develop a plan for creating a limited GMD BMC3 Simulation capability using "HFSS infrastructure and components".
- Represent MDA/BC interests in the MDA Test and Evaluation Integration and Assessment program
- Support development of the C2BMC-X experimental test bed at the JNIC
- Develop test objectives
- Develop verification plan
- Develop TPM/CTP
- Develop software metrics
- Develop input to BMDS annual capability verification status report

- Develop component integration strategy
- Develop concept studies (e.g. sensor timeline, integrated fire control)
- Assess Block capabilities
- Develop component evolution plan
- Develop anti-tamper plan
- Develop M&S plan and catalog
- Develop element ICD's

Products

- MDNTB product reviews and deliverables
- IPT Hourly Reporting

5.3 MDA/BCC Support

Tasks/Responsibilities

- Develop Joint Range Extension (JRE) Mil-Std 3011 capabilities including support for enhancements and changes to the standard
- Development of Interoperability/Interfaces from U.S. BMD systems and elements to the Israeli ARROW Weapon System
- Investigate and develop proof of concept technologies to enhance command and control, battle management, communications, interoperability, and supportability
- Develop IA/CND plan and assessment
- Represent MDA interests in the Single Integrated Air Picture (SIAP) Systems Engineering Task Force

Products

- IPT Hourly Reporting

5.4 MDA/BCE Support

Tasks/Responsibilities

- C4ISR Architecture Framework Definition and Coordination in support of the BMDS C2BMC
- Develop and maintain data standardization across the kill chain (Data Element Description)
- Continue collaborative development of the BMD Benchmark tool, including incorporation of a sensor registration algorithm
- Risk Management Plan support
- Capture Lessons Learned
- ACSN/ECP review
- Configuration management/control support
- Systems Engineering and Analysis
- Manage MDA JTA migration plan and waiver processes
- Develop MDA Technical Architecture Profile (TAP)

Products

- MDA Annual Interoperability and Capability report MDA JTA Plan

OCI ANALYSIS/DISCLOSURE FORM

1. Contract Number	2. Program Title	
HQ0006-04-C-0002	SETA Support for SE	
3. Contractor Name and Address	4. Telephone Number and POC	
5. Type of work to be performed under this solicitation:		
(a) Providing Systems Engineering and Technical Direction () (b) Preparing Specifications or Work Statements () (c) Providing Technical Evaluation or Advisory & Assistance Services (x)		
Other MDA or BMD-related work requiring analysis and determination:	6. Contract Number and Program Title	
7. Brief Summary/Description of work performed under Block 6 action:		
8. Relationship between requirements of Block 1 action and work performed under Block 6 action (If None, State Why):		
9. Offeror/Contractor OCI Evaluation and Assessment (If either answer is yes, attach a copy of the SOW and complete Block 10):		
(a) Does Actual OCI exist? () Yes () No (b) Does Potential OCI exist? () Yes () No		
10. Summary of actual/potential OCI, including actions planned to avoid, neutralize, or mitigate conflict or potential conflict:		
11. Typed Name of Responsible Official	12. Signature	13. Date
14. Typed Name of Contracting Officer	15. Approval Signature	16. Date
Diane Knight, MDA/CTS		

INSTRUCTIONS FOR COMPLETING OCI ANALYSIS/DISCLOSURE FORM

Blocks 3 and 4: Self-explanatory.

Block 6: Fill in the number and the short, official title by which the contract or subcontract requiring analysis and determination is formally known. This is work that has already been awarded, is being performed by your company, and requires a comparison with that work described in Blocks 1-5.

NOTE: One OCI Analysis/Disclosure Form shall be submitted for EACH BMD or BMD-related contract or subcontract currently being performed.

Block 7: Provide a brief, but specific, narrative summary of the SOW and work performed on the contract or subcontract listed in Block 6, including the period of performance and the value.

Block 8: Provide a brief, but specific, narrative summary of ANY relationship between the work to be performed under the action listed in Block 1 and the previous work performed under the action listed in Block 6. Please be as specific as possible by citing the specific RFP/SOW paragraph where possible.

Block 9: Place an "X" in the appropriate () for your responses.

Block 10: If you answer yes either to 9(a) or to 9(b), provide a summary of the actual or potential OCI.

Blocks 11, 12, and 13: Provide the name of your company official with responsibility for and/or authority to discuss and commit the company on matters relating to OCI issues. That official should then sign and date each form.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 26-Jul-2004		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 12-May-2004			
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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: 1) transfer funding in the amount of (b)(4) from the BC SETA Labor subCLIN 0001AA ACRN AA to the BC SETA ODC subCLIN 0001AB ACRN AA; 2) provide incremental funding for the SE Labor subCLIN 0002AA in the total amount of (b)(4) (ACRN AL (b)(4) ACRN AM - (b)(4) and ACRN AN - (b)(4); 3) provide incremental funding for the SE ODCs subCLIN 0002AB in the total amount of (b)(4) (ACRN AN - (b)(4); and 4) change the DFAS Paying Office activity from DFAS Columbus-North Entitlements Division to DFAS Columbus-South Entitlements Division. See summary of changes, 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) MARC LESSER / CONTRACTING OFFICER, CTS TEL: (703) 882-6428 EMAIL: marc.lesser@mda.osd.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Marc Lesser</i> (Signature of Contracting Officer)		16C. DATE SIGNED 06-Aug-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

A. SECTION A - SOLICITATION/CONTRACT FORM, SF 26 Block 12, PAYMENT WILL BE MADE BY,
from:

DFAS-COLUMBUS CENTER
DFAS-CO/NEW DOMINION DIVISION
P.O. BOX 182041
COLUMBUS OH 43218-2041

To:

DFAS -CO/SOUTH ENTITLEMENT OPERATIONS
P.O. BOX 182264
COLUMBUS OH 43218-2264

B. SECTION G - CONTRACT ADMINISTRATION DATA, Accounting and Appropriation Data, Summary
for the Payment Office:

1. As a result of this modification, the total funded amount for this document was increased by
\$3,456,783.00 from \$10,848,000.00 to \$14,304,783.00.

2. SubCLIN 0001AA, contract ACRN AA and it's associated line of accounting 9740400.2520
40603889C 2523 012123 BMDO0137569617 are hereby decreased by (b)(4) from (b)(4) to
(b)(4) These funds are hereby transferred to subCLIN 0001AB.

3. SubCLIN 0001AB, contract ACRN AA and it's associated line of accounting 9740400.2520
40603889C 2523 012123 BMDO0137569617 are hereby added and increased by (b)(4) from \$0.00 to
(b)(4) These funds are hereby transferred from subCLIN 0001AA.

4. SubCLIN 0002AA funding is hereby changed as follows:

a. Contract ACRN AL and it's associated line of accounting 9740400.2520 40603890C
2523 012123 BMDO0144230160 are hereby added and increased (b)(4) from \$0.00 to (b)(4)

b. Contract ACRN AM and it's associated line of accounting 9740400.2520 40603890C
2523 012123 BMDO0145973597 are hereby added and increased by (b)(4) from \$0.00 to (b)(4)

c. Contract ACRN AN and it's associated line of accounting 9740400.2520 40603890C
2523 012123 BMDO0145953572 are hereby added and increased by (b)(4) from \$0.00 to (b)(4)

5. SUBCLIN 0002AB, contract ACRN AN and it's associated line of accounting 9740400.2520
40603890C 2523 012123 BMDO0145953572 are hereby added and increased by (b)(4) from \$0.00 to
(b)(4)

C. End of Summary of Changes.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 01-Nov-2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100	CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002		
		X 10B. DATED (SEE ITEM 13) 12-May-2004		
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).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: 1) provide incremental funding in the amount of (b)(4) for BC SETA Labor subCLIN 0001AA under new ACRN AP; 2) provide incremental funding in the amount of (b)(4) for SE SETA Labor subCLIN 0002AA under new ACRN AQ; and 3) provide incremental funding in the amount of (b)(4) for SE SETA ODC subCLIN 0002AB under new ACRN AQ. As a result of items 2 and 3, the SE SETA Labor (0002AA) and ODC (0002AB) subCLINs are fully funded. See summary of changes, page 2, for details.				
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) DIANE L. KNIGHT / CONTRACTING OFFICER, CTS TEL: (703) 882-6427 EMAIL: Diane.Knight@mda.osd.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Diane L. Knight</i> (Signature of Contracting Officer)		16C. DATE SIGNED 04-Nov-2004

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

SECTION G - CONTRACT ADMINISTRATION DATA, Accounting and Appropriation Data, Summary for the Payment Office:

As a result of this modification, the total funded amount for this document was increased by \$7,959,858.45 from \$14,304,783.00 to \$22,264,641.45.

Line Item Level funding is hereby changed as follows.

SUBCLIN 0001AA, contract ACRN AP and its associated line of accounting 9750400.2520 40603889C 2523 012123 BMDO0146755074 are hereby added and increased by (b)(4) from \$0.00 to (b)(4)

SUBCLIN 0002AA, contract ACRN AQ and its associated line of accounting 9750400.2520 40603890C 2523 012123 BMDO0146955649 are hereby added and increased by (b)(4) from \$0.00 to (b)(4)

SUBCLIN 0002AB, contract ACRN AQ and its associated line of accounting: 9750400.2520 40603890C 2523 012123 BMDO0146955649 are hereby added and increased by (b)(4) from \$0.00 to (b)(4)

End of Summary of Changes.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 25-Feb-2005		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 1725 JEFFERSON DAVIS HIGHWAY, SUITE 809 ARLINGTON VA 22202		CODE HQ0006	7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002		
				X 10B. DATED (SEE ITEM 13) 12-May-2004		
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).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: 1) provide incremental funding in the amount of (b)(4) to CLIN 0002AA; 2) provide incremental funding in the amount of (b)(4) to CLIN 0001AA; and 3) provide incremental funding in the amount of (b)(4) to CLIN 0001AB.						
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) DIANE L. KNIGHT / CONTRACTING OFFICER, CTS TEL: 703-882-6427 EMAIL: Diane.Knight@mda.osd.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Diane L. Knight</i> (Signature of Contracting Officer)		16C. DATE SIGNED 22-Feb-2005

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

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 \$1,235,000.00 from \$22,264,641.45 to \$23,499,641.45.

SUBCLIN 0001AA:

AP: 9750400.2520 40603889C 2523 012123 BMDO0146755074 was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0001AB:

AP: 9750400.2520 40603889C 2523 012123 BMDO0146755074 was increased by (b)(4) from \$0.00 to (b)(4)

The contract ACRN AP has been added.

SUBCLIN 0002AA:


AR: 9750400.2520 40603890C 2525 012123 BMDO0147005795 was increased by (b)(4) from \$0.00 to (b)(4)

The contract ACRN AR has been added.

AS: 9750400.2520 40603890C 2525 012123 BMDO0154067208 was increased by (b)(4) from \$0.00 to (b)(4)

The contract ACRN AS has been added.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 01-Mar-2005		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)					
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE H00006		7. ADMINISTERED BY (if other than item 6) OCMA MANASSAS 10800 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20108-2342	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
		X 10A. MOD. OF CONTRACT/ORDER NO. H00006-04-C-0002		10B. DATED (SEE ITEM 13) X 12-May-2004	
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)					
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 Agreement of Parties					
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.) The purpose of this modification is to: 1) incorporate revised Contract Data Requirements List (CDRL) A005, dated March 1, 2005 to reflect monthly reporting in the Combined Acquisition Reporting and Analysis Tool (CARAT); and 2) add Clause DFARS 252.232-7003 Electronic Submission of Payment Requests into Section I, Contract Clauses, to reflect monthly invoicing procedures by electronic measures. See Summary of Changes, page 2-3.					
					
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) Judith Bethen Senior Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Diane L. Knight Contracting Officer		16C. DATE SIGNED 3/11/05	
15B. CONTRACTOR/OFFEROR <i>Judith Bethen</i> (Signature of person authorized to sign)		15C. DATE SIGNED 3-10-05		16B. UNITED STATES OF AMERICA <i>Diane L. Knight</i> (Signature of Contracting Officer)	

EXCERPT 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

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

252.232-7003 Electronic Submission of Payment Requests.

As prescribed in 232.7004, use the following clause:

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) *Definitions.* As used in this clause---

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 11-Mar-2005		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY CODE HQ0006 MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		7. ADMINISTERED BY (If other than item 6) CODE S2404A DCMA MANASSAS 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		5. PROJECT NO.(If applicable)	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002	
				X 10B. DATED (SEE ITEM 13) 12-May-2004	
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: FAR 52.232-22 LIMITATION OF FUNDS					
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.) The purpose of this modification is to: 1) decrease Labor subCLIN 0001AA ceiling by (b)(4) and subCLIN 0002AA ceiling by (b)(4); 2) as a result of item (1) ODC for subCLIN 0001AB ceiling is increased by (b)(4), and ODC subCLIN 0002AB ceiling is increased by (b)(4); 3) funds in the amount of (b)(4) under ACRN AP are transferred from subCLIN 0001AA to subCLIN 0001AB; and 4) funds in the amount of (b)(4) under ACRN AR are transferred from subCLIN 0002AA to subCLIN 0002AB. See Summary of Changes, 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)		
			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	

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

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0001AA

The estimated/max cost has decreased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has decreased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0001AB

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0002AA

The estimated/max cost has decreased by (b)(4) from (b)(4) to (b)(4)

The fixed fee has decreased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0002AB

The estimated/max cost has increased by (b)(4) from (b)(4) to (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4) to (b)(4)

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

SUBCLIN 0001AA:

AP: 9750400.2520 40603889C 2523 012123 BMDO0146755074 was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0001AB:

AP: 9750400.2520 40603889C 2523 012123 BMDO0146755074 was increased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0002AA:

AR: 9750400.2520 40603890C 2525 012123 BMDO0147005795 was decreased by (b)(4) from (b)(4) to (b)(4)

SUBCLIN 0002AB:

AR: 9750400.2520 40603890C 2525 012123 BMDO0147005795 was increased by (b)(4) from \$0.00 to (b)(4)

The contract ACRN AR has been added.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE 15-Mar-2005		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		5. PROJECT NO. (If applicable) S2404A	
7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342				CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002	
				X 10B. DATED (SEE ITEM 13) 12-May-2004	
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).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of (b)(4) to CLIN 0002AA under ACRN AR. See Summary of Changes, 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) DIANE L. KNIGHT / CONTRACTING OFFICER, CTS TEL: 703-882-6427 EMAIL: Diane.Knight@mda.osd.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Diane L. Knight</i> (Signature of Contracting Officer)	
				16C. DATE SIGNED 17-Mar-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

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 \$250,000.00 from \$23,499,641.45 to \$23,749,641.45.

SUBCLIN 0002AA:

AR: 9750400.2520 40603890C 2525 012123 BMDO0147005795 was increased by (b)(4) from (b)(4) to (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE 18-Mar-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) OCMA MANASSAS 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 12-May-2004			
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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.232-22, Limitation of Funds							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to provide incremental funding in the amount of <u>(b)(4)</u> to subCLIN 0001AA under ACRN AP. See page 2 for Summary of Changes.							
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) DIANE L. KNIGHT / CONTRACTING OFFICER, CTS TEL: 703-882-6427 EMAIL: Diane.Knight@mda.osd.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u><i>Diane L. Knight</i></u> (Signature of Contracting Officer)		16C. DATE SIGNED 06-May-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

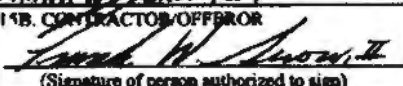

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$235,000.00 from \$23,749,641.45 to \$23,984,641.45.

SUBCLIN 0001AA:

AP: 9750400.2520 40603889C 2523 012123 BMDO0146755074 was increased by (b)(4) from (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 01-Apr-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) DCMA MANASSAS 10800 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20108-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1726 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002	
				X 10B. DATED (SEE ITEM 13) 12-May-2004	
CODE 52839 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 agreement of parties and DFARS 252.232-7007					
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.) The purpose of this modification is to: 1) Extend the period of performance for CLIN 0001 (BC) until 30 June 2005; 2) extend the period of performance for CLIN 0002 (SE) until 30 September 2005; 3) increase the ceiling of CLIN 0001, CLIN 0002 and the total contract ceiling; and 4) provide incremental funding in the amount of (b)(4) (subCLIN 0002AA (b)(4) and subCLIN 0002AB (b)(4) under ACRN AQ. See Pages 2 - 6 for Summary of Changes.					
Except as provided herein, all terms and conditions of the documents referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) FRANK W. GIEROW, II / SR. CONTRACTS MANAGER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Diane L. Knight Contracting Officer		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)			15C. DATE SIGNED 6/2/05		
15D. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			16C. DATE SIGNED 6/2/05		

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

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$8,934,437.00 from \$24,183,441.87 to \$33, 7,878.87.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0001AA

The CLIN extended description has changed;

FROM: The contractor shall provide technical support in accordance with the statement of objectives (SOO), attachment 1. The estimated cost and fee calculations are based on input from DCAA that CSC's approved FY 04 Indirect rates be applied to applicable cost elements as follows pending DCAA approval of CSC's FY 05 Indirect rates: A. Approved CSC FY 04 Indirect rates and amounts applied at 100% to the applicable cost elements for the period 1 January to 31 March 2004; B. Approved CSC FY 04 Indirect rates and amounts applied at 85% to the applicable cost elements for the period 1 April to 31 July 2004; pending final approval of CSC's Fiscal Year (FY) 05 indirect rates at which time the cost elements will be adjusted in accordance with the DCAA approved CSC FY 05 indirect rates. C. Should DCAA not approve CSC's FY 05 Indirect rates by 31 July 2004, the contractor agrees that MDA has the unilateral right to modify this subCLIN to adjust the estimated cost and fee to reflect the DCAA recommended rates for Overhead and G&A for the period 1 August 2004 to 31 March 2005, pending either DCAA's final approval of CSC's FY 05 Indirect rates or such rate package as negotiated by MDA and CSC.

TO: The contractor shall provide technical support in accordance with the statement of objectives (SOO), attachment 1. Approved CSC FY 05 Indirect rates and amounts (reflected in CSC proposal, dated 5/31/05) were applied to the applicable cost elements for the extension period 1 April to 30 June 2005. Provided CSC's FY06 Indirect rates (reflected in CSC proposal, dated 5/18/05) are approved by DCAA by 30 June 2005, the cost elements will be adjusted in accordance with the DCAA-approved CSC FY 06 indirect rates.

The estimated/max cost has increased by (b)(4)

The pricing detail quantity has increased by (b)(4)

The fixed fee has increased by (b)(4)

The total cost of this line item has increased by (b)(4) from (b)(4)

SUBCLIN 0001AB

The CLIN extended description has changed;

FROM: Contractor shall provide travel and miscellaneous other direct costs (ODC) on an as required basis. All travel and ODCs must be approved in advance and in writing by the Contracting Officer's Representative prior to performance of travel or incurrence of any costs for miscellaneous ODCs. Costs incurred under this subCLIN are non-fee bearing.

TO: Contractor shall provide travel and miscellaneous other direct costs (ODC) on an as required basis. All travel and ODCs must be approved in advance and in writing by the Contracting Officer's Representative prior to performance of travel or incurrence of any costs for miscellaneous ODCs. Approved CSC FY 05 Indirect rates and amounts (reflected in CSC proposal, dated 5/31/05) were applied to the applicable cost elements for the extension period 1 April to 30 June 2005. Provided CSC's FY06 Indirect rates (reflected in CSC proposal, dated 5/18/05) are approved by DCAA by 30 June 2005, the cost elements will be adjusted in accordance with the DCAA-approved CSC FY 06 indirect rates. Costs incurred under this subCLIN are non-fee bearing..

The estimated/max cost has increased by (b)(4)

The total cost of this line item has increased by (b)(4)

SUBCLIN 0002AA

The CLIN extended description has changed;

FROM: The contractor shall provide technical support in accordance with the statement of objectives (SOO), attachment 1. The estimated cost and fee calculations are based on input from DCAA that CSC's approved FY 04 Indirect rates be applied to applicable cost elements as follows pending DCAA approval of CSC's FY 05 Indirect rates: A. Approved CSC FY 04 Indirect rates and amounts applied at 100% to the applicable cost elements for the period 1 January to 31 March 2004; B. Approved CSC FY 04 Indirect rates and amounts applied at 85% to the applicable cost elements for the period 1 April to 31 July 2004; pending final approval of CSC's Fiscal Year (FY) 05 indirect rates at which time the cost elements will be adjusted in accordance with the DCAA approved CSC FY 05 indirect rates. C. Should DCAA not approve CSC's FY 05 Indirect rates by 31 July 2004, the contractor agrees that MDA has the unilateral right to modify this subCLIN to adjust the estimated cost and fee to reflect the DCAA recommended rates for Overhead and G&A for the period 1 August 2004 to 31 March 2005, pending either DCAA's final approval of CSC's FY 05 Indirect rates or such rate package as negotiated by MDA and CSC.

TO: The contractor shall provide technical support in accordance with the statement of objectives (SOO), attachment 1. Approved CSC FY 05 Indirect rates and amounts (reflected in CSC proposal, dated 5/31/05) were applied to the applicable cost elements for the extension period 1 April to 30 September 2005. Provided CSC's FY06 Indirect rates (reflected in CSC proposal, dated 5/18/05) are approved by DCAA by 30 September 2005, the cost elements will be adjusted in accordance with the DCAA-approved CSC FY 06 indirect rates.

The estimated/max cost has increased by (b)(4)

The fixed fee has increased by (b)(4)

The total cost of this line item has increased by (b)(4)

SUBCLIN 0002AB

The CLIN extended description has changed;

FROM: Contractor shall provide travel and miscellaneous other direct costs (ODC) on an as required basis. All travel and ODCs must be approved in advance and in writing by the Contracting Officer's Representative prior to performance of travel or incurrence of any costs for miscellaneous ODCs. Costs incurred under this subCLIN are non-fee bearing.

TO: Contractor shall provide travel and miscellaneous other direct costs (ODC) on an as required basis. All travel and ODCs must be approved in advance and in writing by the Contracting Officer's Representative prior to performance of travel or incurrence of any costs for miscellaneous ODCs. Costs incurred under this subCLIN are non-fee bearing. Approved CSC FY 05 Indirect rates and amounts (reflected in CSC proposal, dated 5/31/05) were applied to the applicable cost elements for the extension period 1 April to 30 September 2005. Provided CSC's FY06 Indirect rates (reflected in CSC proposal, dated 5/18/05) are approved by DCAA by 30 September 2005, the cost elements will be adjusted in accordance with the DCAA-approved CSC FY 06 indirect rates..

The estimated/max cost has increased by (b)(4)

The total cost of this line item has increased by (b)(4)

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for SUBCLIN 0001AA has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2004 TO 31-MAR-2005	N/A	MISSILE DEFENSE AGENCY (MDA) PEGGIE SMITH 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-693-6919 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2004 TO 30-JUN-2005	N/A	MISSILE DEFENSE AGENCY (MDA) ALBERT HEMPHILL 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-693-6533 FOB: Destination	HQ0006

The following Delivery Schedule item for SUBCLIN 0001AB has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2004 TO 31-MAR-2005	N/A	MISSILE DEFENSE AGENCY (MDA) PEGGIE SMITH 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-693-6919 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2004 TO 30-JUN-2005	N/A	MISSILE DEFENSE AGENCY (MDA) ALBERT HEMPHILL 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-693-6533 FOB: Destination	HQ0006

The following Delivery Schedule item for SUBCLIN 0002AA has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2004 TO 31-MAR-2005	N/A	MISSILE DEFENSE AGENCY (MDA) PEGGIE SMITH 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-693-6919 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2004 TO 30-SEP-2005	N/A	MISSILE DEFENSE AGENCY (MDA) ALBERT HEMPHILL 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-693-6533 FOB: Destination	HQ0006

The following Delivery Schedule item for SUBCLIN 0002AB has been changed from

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2004 TO 31-MAR-2005	N/A	MISSILE DEFENSE AGENCY (MDA) PEGGIE SMITH 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-693-6919 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2004 TO 30-SEP-2005	N/A	MISSILE DEFENSE AGENCY (MDA) ALBERT HEMPHILL 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-693-6533 FOB: Destination	HQ0006

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2004 TO 31-MAR-2005	N/A	MISSILE DEFENSE AGENCY (MDA) PEGGIE SMITH 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-693-6919 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JAN-2004 TO 30-SEP-2005	N/A	MISSILE DEFENSE AGENCY (MDA) ALBERT HEMPHILL 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 703-693-6533 FOB: Destination	HQ0006

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 \$6,526,000.00 from \$23,984,641.45 to \$30,510,641.45.

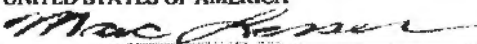
SUBCLIN 0002AA:

AQ: 9750400.2520 40603890C 2523 012123 BMDO0146955649 was increased by (b)(4)
(b)(4)

SUBCLIN 0002AB:

AQ: 9750400.2520 40603890C 2523 012123 BMDO0146955649 was increased by (b)(4)
(b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE 08-Jun-2005		4. REQUISITION/PURCHASE REQ. NO.		
6. ISSUED BY MISSILE DEFENSE AGENCY (MDA) CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		5. PROJECT NO. (If applicable) S2404A		
7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 10600 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342				CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1726 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002		
				X 10B. DATED (SEE ITEM 13) 12-May-2004		
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).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to: 1) provide incremental funding in the amount of ^{(b)(4)} to subCLIN 0002AB under ACRN AQ; 2) provide incremental funding in the amount of ^{(b)(4)} to subCLIN 0002AA under ACRN AQ; and 3) update contract section G-8, Allotment of Funds, pursuant to FAR 52.232-22 Limitation of Funds to reflect the incremental funding of #1 and #2. See Page 2 for Summary of Changes.						
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) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-862-6428 EMAIL: marc.lesser@mda.mil		
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 08-Jun-2005

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

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 \$526,130.00 from \$30,510,641.45 to \$31,036,771.45.

SUBCLIN 0002AA:

AQ: 9750400.2520 40603890C 2523 012123 BMDO0146955649 was increased by (b)(4)
(b)(4)

SUBCLIN 0002AB:

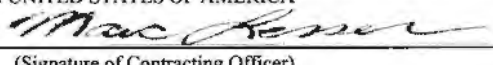
AQ: 9750400.2520 40603890C 2523 012123 BMDO0146955649 was increased by (b)(4)
(b)(4)

The following have been modified:

SECTION G - MDA CLAUSES**G-8 ALLOTMENT OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and obligated to this contract (which covers all items, including fixed fee payable) is \$31,036,771.45 for subCLIN 0001AA thru subCLIN 0002AB. The estimated funds exhaustion date is 30 June 2005 (subCLINs 0001AA and 0001AB) and 30 September 2005 (subCLINs 0002AA and 0002AB).

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 27-Jun-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) OCMA MANASSAS 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 12-May-2004			
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: FAR 52.232-22 Limitation of Funds and Mutual Agreement of Parties							
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: 1) provide incremental funding in the amount of (b)(4) to subCLIN 0001AA under ACRN AP; 2) increase the ceiling for subCLIN 0001AA by an amount of (b)(4) 3) decrease the ceiling for subCLIN 0001AB in the amount of (b)(4) 4) increase the ceiling for subCLIN 0002AA in the amount of (b)(4) 5) decrease the ceiling for subCLIN 0002AB by an amount of (b)(4) 6) incorporate clause H-13 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS/CONTRACTOR EMPLOYEE OUT-PROCESSING (OCT 2004) into the contract; and 7) update contract section G-8, Allotment of Funds pursuant to FAR 52.232-22. See pages 2 thru 3 for Summary of Changes.							
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) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil			
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 30-Jun-2005	

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

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0001AA

The estimated/max cost has increased by (b)(4)

The total cost of this line item has increased by (b)(4)

SUBCLIN 0001AB

The estimated/max cost has decreased by (b)(4)

The total cost of this line item has decreased by (b)(4)

SUBCLIN 0002AA

The estimated/max cost has increased by (b)(4)

The total cost of this line item has increased by (b)(4)

SUBCLIN 0002AB

The estimated/max cost has decreased by (b)(4)

The total cost of this line item has decreased by (b)(4)

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 \$100,000.00 from \$31,036,771.45 to \$31,136,771.45.

SUBCLIN 0001AA:

AP: 9750400.2520 40603889C 2523 012123 BMDO0146755074 was increased by (b)(4) from (b)(4)

The following have been modified:

SECTION G - MDA CLAUSES

G-8 ALLOTMENT OF FUNDS

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and obligated to this contract (which covers all items, including fixed fee payable) is **\$31,136,771.45** for subCLIN 0001AA thru subCLIN 0002AB. The estimated funds exhaustion date is 30 June 2005 (subCLINs 0001AA and 0001AB) and 30 September 2005 (subCLINs 0002AA and 0002AB).

SECTION H - MDA CLAUSES

H-13 CONTROL OF ACCESS TO MDA SPACES AND INFORMATION SYSTEMS/CONTRACTOR EMPLOYEE OUT-PROCESSING (OCT 2004)

a. To maintain the security of the MDA spaces and information systems, the Contractor shall notify the COR in writing whenever a prime or subcontractor employee included on the current Visit Authorization Request/Letter discontinues support to this order. This requirement shall apply to both Contractor and employee

initiated termination of services and to temporary suspension of services longer than four weeks.

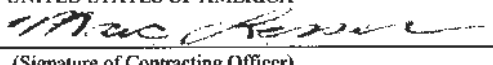
b. Upon notification, the COR will ensure that the Technical Area Security Officer/Office Security Manager takes timely action to:

- (1) Remove the employee from the current Visit Authorization Request/Letter;
- (2) Cancel the MDA badge, keycard and Pentagon Pass issued pursuant to the Visit Authorization Request/Letter; and
- (3) Terminate the MDA LAN account/access privileges.

c. The contractor shall identify the reason for and date of termination or expected period of suspension and submit the notification to the COR within five (5) working days prior to service discontinuation. For unplanned termination or suspension of services exceeding four weeks, notification shall be made within one (1) working day after termination/suspension action.

d. Prior to the departure of on-site contractor employees, the departing employee shall complete an out-processing checklist for MDA on-site contractor employees as required by MDA Directive Number 5000.01, and return the completed checklist (MDA Form 018, Attachment 13), 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.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00011		3. EFFECTIVE DATE 01-Oct-2005		4. REQUISITION/PURCHASE REQ. NO. 51861, BASIC		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) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202			9A. AMENDMENT OF SOLICITATION NO.			
			9B. DATED (SEE ITEM 11)			
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
			X 10B. DATED (SEE ITEM 13) 12-May-2004			
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 agreement of parties and DFARS 252.232-7007						
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 1 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 extend the period of performance by 14 months of SETA support. This extend will allow continuing development of BMDS, while MDA continues its efforts to reengineer MDA organization and revise its program plan. See pages 2 - 3 for Summary of Changes.						
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) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil			
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 13-Oct-2005	

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

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$19,102,417.00 from \$33,117,878.87 to \$52,220,295.87.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101			Labor Hours		
	14 month Sole Source POP Ext and IF CPFF				
	SE is the requirement organization based on CLIN 0002 of this Contract.				
				ESTIMATED COST	\$17,604,628.00
				FIXED FEE	\$1,497,789.00
					<hr/>
				TOTAL EST COST + FEE	\$19,102,417.00
	Funded Amount				\$0.00

FOB: Destination

SUBCLIN 010101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010101			Labor Hours		
	POP and IF CPFF				
	PFR # 51861 Basic				
	PURCHASE REQUEST NUMBER: 51861, BASIC				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
					<hr/>
				TOTAL EST COST + FEE	\$0.00
	ACRN AT Funded Amount				\$2,289,079.00

FOB: Destination

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 010101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0101:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2005 TO 30-NOV-2006	N/A	MISSILE DEFENSE AGENCY (MDA) MARK NELSON CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 614-6053 FOB: Destination	HQ0006

The following Delivery Schedule item has been added to SUBCLIN 010101:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2005 TO 30-NOV-2006	N/A	MISSILE DEFENSE AGENCY (MDA) MARK NELSON CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 614-6053 FOB: Destination	HQ0006

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 \$2,289,079.00 from \$31,136,771.45 to \$33,425,850.45.

SUBCLIN 010101:

Funding on SUBCLIN 010101 is initiated as follows:

ACRN: AT

Acctng Data: 9750400.2520 40603890C 2523 012123 BMDO0156351861

Increase: \$2,289,079.00

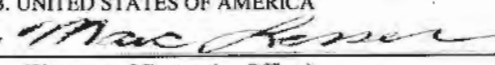
Total: \$2,289,079.00

(End of Summary of Changes)

HQ0006-04-C-0002

P00011

Page 4 of 4

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00012		3. EFFECTIVE DATE 19-Oct-2005		4. REQUISITION/PURCHASE REQ. NO. 51861, BASIC		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) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 12-May-2004			
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)							
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.							
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 <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This is an administrative modification to correct Modification P00008 which extended the contract. The hours for CLIN 0002AA (Technical Labor Hours) were inadvertently left off of P00008. (Note: the dollars for these additional labor hours were added correctly in Mod P00008 IAW the Contractor's proposal). This modification adds (b)(4) hours to the existing (b)(4) for a total of (b)(4) labor hours for CLIN 0002AA. All other terms and conditions remain the same.							
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) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil			
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 20-Oct-2005	

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

SECTION A - SOLICITATION/CONTRACT FORM

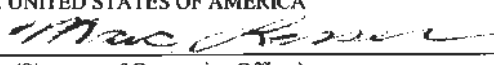
The total cost of this contract was decreased by \$0.00 from \$52,220,295.87 to \$52,220,295.87.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 0002AA

The pricing detail quantity has increased by (b)(4)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00013		3. EFFECTIVE DATE 27-Oct-2005		4. REQUISITION/PURCHASE REQ. NO. 51881, BASIC		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) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 12-May-2004			
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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) PFR 45074 The purpose of this modification is to add incremental funding in the amount of \$113,184.00 under ACRN AP for SubCLIN 0001AA. 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) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil			
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 28-Oct-2005	

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

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$0.00 from \$52,220,295.87 to \$52,220,295.87.

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 \$113,184.00 from \$33,425,850.45 to \$33,539,034.45.

SUBCLIN 0001AA:

AP: 9750400.2520 40603889C 2523 012123 BMDO0146755074 was increased by \$113,184.00 from
(b)(6)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been added by full text:

ORDER OF BODY**DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)**

a. Contract line item(s) 0001 and 0002 are incrementally funded. For these item(s), the sum of \$33,539,034.45 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

b. For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

c. Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a

mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

d. When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

e. If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

f. The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

g. The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

h. Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

i. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>	<u>Incremental Funding:</u>
1 Jan 04	Contract Executed \$10,848,000
26 Jul 04	\$ 3,456,783.00
1 Nov 04	\$ 7,959,858.45
25 Feb 04	\$ 1,235,000.00
15 Mar 05	\$ 250,000.00
18 Mar 05	\$ 235,000.00
1 Apr 05	\$ 6,526,000.00
8 Jun 05	\$ 526,130.00
27 Jun 05	\$ 100,000.00

1 Oct 05	14 Month Extension	\$ 2,289,079.00
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27 Oct 05		\$ 113,184.00
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(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00014		3. EFFECTIVE DATE 17-Nov-2005		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 12-May-2004			
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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7000 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) PFR number 60264 This modification adds funding to CLIN 0101 in the amount of \$878,000.00 via SubCLIN 010102, ACRN AU. 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) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil			
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 17-Nov-2005	

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

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$0.00 from \$52,220,295.87 to \$52,220,295.87.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010102			Labor Hours		
	HQ0006-04-C-0002				
	CPFF				
	PURCHASE REQUEST NUMBER: 60264, BASIC				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
					\$0.00
				TOTAL EST COST + FEE	\$878,000.00
	ACRN AU Funded Amount				\$878,000.00

FOB: Destination

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 \$878,000.00 from \$33,539,034.45 to \$34,417,034.45.

SUBCLIN 010102:

Funding on SUBCLIN 010102 is initiated as follows:

ACRN: AU

Acctng Data: 9760400 2520 BM2520 40603890C00 2512 MD6010111C0264 620099 S12135

Increase: \$878,000.00

Total: \$878,000.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

ORDER OF BODY

DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

a. Contract line item(s) 0001 and 0002 are incrementally funded. For these item(s), the sum of \$34,417,034.45 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

b. For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

c. Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

d. When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

e. If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

f. The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

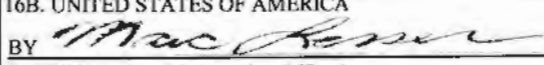
g. The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

h. Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

i. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>		<u>Incremental Funding:</u>
1 Jan 04	Contract Executed	\$10,848,000
26 Jul 04		\$ 3,456,783
1 Nov 04		\$ 7,959,858.45
25 Feb 04		\$ 1,235,000
15 Mar 05		\$ 250,000
18 Mar 05		\$ 235,000
1 Apr 05		\$ 6,526,000
8 Jun 05		\$ 526,130
27 Jun 05		\$ 100,000
1 Oct 05	14 Month Extension	\$ 2,289,079
27 Oct 05		\$ 113,184
17 Nov 05		\$ 878,000

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00015		3. EFFECTIVE DATE 22-Dec-2005		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1726 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 12-May-2004			
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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7000 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) PFRs 60264 and 60364 The purpose of this modification is to: 1) provide total incremental funding in the amount of \$1,318,000.00 for Labor CLIN 0101 (SubCLIN 010102 is increased by (b)(4) under existing ACRN AU; and SubCLIN 010103 in the amount of (b)(4) under new ACRN AV); and 2) administratively remove Section J, Attachment 2 "Personnel Qualifications" which was a hold over from a prior contact and was never part of this award. 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) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil			
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 22-Dec-2005	

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

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010103 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010103			Labor Hours		
	INCREMENTAL FUNDING FOR HQ0006-04-C-0002				
	CPFF				
	PFR 60364				
	PURCHASE REQUEST NUMBER: 60364, BASIC				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
					<hr/>
				TOTAL EST COST + FEE	\$0.00
	ACRN AV Funded Amount				(b)(4)
	FOB: Destination				

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 \$1,318,000.00 from \$34,417,034.45 to \$35,735,034.45.

SUBCLIN 010102:

AU: 9760400 2520 BM2520 40603890C00 2512 MD6010111C0264 620099 S12135 was increased by (b)(4)

SUBCLIN 010103:

Funding on SUBCLIN 010103 is initiated as follows:

ACRN: AV

Acctng Data: 9760400 2520 6 BM 2520 40603890C00 2512 S12135 MD6010510C0364 620120

Increase: (b)(4)

Total: (b)(4)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

ORDER OF BODY**DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)**

a. Contract line item(s) 0001, 0002 and 0101 are incrementally funded. For these item(s), the sum of \$35,735,034.45 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

b. For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

c. Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the

Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

d. When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

e. If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

f. The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

g. The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

h. Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

i. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>	<u>Incremental Funding:</u>
1 Jan 04 Contract Executed	\$10,848,000
26 Jul 04	\$ 3,456,783
1 Nov 04	\$ 7,959,858.45
25 Feb 04	\$ 1,235,000
15 Mar 05	\$ 250,000
18 Mar 05	\$ 235,000
1 Apr 05	\$ 6,526,000

8 Jun 05		\$ 526,130
27 Jun 05		\$ 100,000
1 Oct 05	14 Month Extension	\$ 2,289,079
27 Oct 05		\$ 113,184
17 Nov 05		\$ 878,000
13 Dec 05		\$ 1,318,000

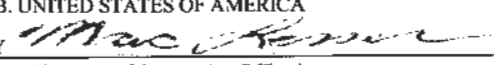
SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J

<u>DOCUMENT</u>	<u>TITLE</u>
EXHIBIT A	Contract Data Requirements Lists (DD Forms 1423-1)
ATTACHMENT 1	Statement of Work -- "Scientific, Engineering, and Technical Assistance Services for MDA Headquarters Program Planning Support"
ATTACHMENT 3	Contract Security Classification Specification (DD Form 254)
ATTACHMENT 4	OCI Analysis/Disclosure Form

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00016		3. EFFECTIVE DATE 12-Jan-2006		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 12-May-2004			
CODE 52939		FACILITY CODE					
II. 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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252-232-7000 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) PFR number 60599 The purpose of this modification is to provide incremental funding in the amount of \$4,556,921.00 for Labor CLIN 0101 (14 month extension) via SubCLIN 010104, ACRN AW. Continued on page 2.							
<small>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.</small>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-8428 EMAIL: marc.lesser@mcta.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 12-Jan-2006	

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

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$0.00 from \$52,220,295.87 to \$52,220,295.87.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010104 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010104			Labor Hours		
	INCREMENTAL FUNDING FOR HQ0006-04-C-0002				
	CPFF				
	PFR 60599				
	PURCHASE REQUEST NUMBER: 60599, BASIC				
			ESTIMATED COST		\$0.00
			FIXED FEE		\$0.00
					\$0.00
			TOTAL EST COST + FEE		\$0.00
	ACRN AW Funded Amount				\$4,556,921.00

FOB: Destination

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 \$4,556,921.00 from \$35,735,034.45 to \$40,291,955.45.

SUBCLIN 010104:

Funding on SUBCLIN 010104 is initiated as follows:

ACRN: AW

Acctng Data: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010111C0599 620099

Increase: \$4,556,921.00

Total: \$4,556,921.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

ORDER OF BODY

DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

a. Contract line item(s) 0001, 0002 and 0101 are incrementally funded. For these item(s), the sum of \$40,291,955.45 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

b. For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

c. Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

d. When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

e. If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

f. The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

g. The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except

with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

h. Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

i. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>		<u>Incremental Funding:</u>
1 Jan 04	Contract Executed	\$10,848,000
26 Jul 04		\$ 3,456,783
1 Nov 04		\$ 7,959,858.45
25 Feb 04		\$ 1,235,000
15 Mar 05		\$ 250,000
18 Mar 05		\$ 235,000
1 Apr 05		\$ 6,526,000
8 Jun 05		\$ 526,130
27 Jun 05		\$ 100,000
1 Oct 05	14 Month Extension	\$ 2,289,079
27 Oct 05		\$ 113,184
17 Nov 05		\$ 878,000
13 Dec 05		\$ 1,318,000
12 Jan 06		\$ 4,556,921

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00017		3. EFFECTIVE DATE 26-Jan-2006		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 12-May-2004			
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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252-232-7007 Limitation of Government Obligation (AUG 1993)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) PFR number 60722 The purpose of this modification is to: 1) add incremental funding in the amount of \$83,000.00 to CLIN 0101 via SubCLIN 010105 under ACRN AX; and 2) update DFARS 252-232-7007 Limitation of Government Obligation. See Summary of Changes on Page 2.							
<small>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.</small>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-882-6428 EMAIL: marc.lesser@mda.mil			
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 27-Jan-2006	

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

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$0.00 from \$52,220,295.87 to \$52,220,295.87.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010105 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010105			Labor Hours		
	INCREMENTAL FUNDING FOR HQ0006-04-C-0002				
	CPFF				
	PFR 60722				
	PURCHASE REQUEST NUMBER: SE9KNY60722, BASIC				
			ESTIMATED COST		\$0.00
			FIXED FEE		\$0.00
					\$0.00
			TOTAL EST COST + FEE		\$0.00
	ACRN AX Funded Amount				\$83,000.00

FOB: Destination

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 010105:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

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 \$83,000.00 from \$40,291,955.45 to \$40,374,955.45.

SUBCLIN 010105:

Funding on SUBCLIN 010105 is initiated as follows:

ACRN: AX

Acctng Data: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010510C0722 620120

Increase: \$83,000.00

Total: \$83,000.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

ORDER OF BODY

DEARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

a. Contract line item(s) 0001, 0002 and 0101 are incrementally funded. For these item(s), the sum of \$40,374,955.45 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

b. For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

c. Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

d. When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

e. If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

f. The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

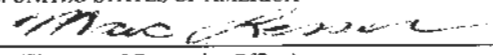
g. The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

h. Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

i. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>		<u>Incremental Funding:</u>
1 Jan 04	Contract Executed	\$10,848,000
26 Jul 04		\$ 3,456,783
1 Nov 04		\$ 7,959,858.45
25 Feb 04		\$ 1,235,000
15 Mar 05		\$ 250,000
18 Mar 05		\$ 235,000
1 Apr 05		\$ 6,526,000
8 Jun 05		\$ 526,130
27 Jun 05		\$ 100,000
1 Oct 05	14 Month Extension	\$ 2,289,079
27 Oct 05		\$ 113,184
17 Nov 05		\$ 878,000
13 Dec 05		\$ 1,318,000
12 Jan 06		\$ 4,556,921
26 Jan 06		\$ 83,000

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U		PAGE OF PAGES 1 4		
2. AMENDMENT/MODIFICATION NO. P00018		3. EFFECTIVE DATE 09-Feb-2006		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 12-May-2004			
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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252-232-7007 Limitation of Government Obligation (AUG 1993)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to 1) add incremental funding in the amount of \$3,593,065.00 to CLIN 0101 by increasing SubCLIN 010104, ACRN AW from \$4,556,921 to \$8,149,986 and 2) update DFARS 52.232-7007 Limitation of Government Obligation. See Summary of Changes 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) MARC LESSER / CONTRACTING OFFICER, CTS TEL: 703-682-6428 EMAIL: marc.lesser@mda.mil			
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 09-Feb-2006	

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

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 \$3,593,065.00 from \$40,374,955.45 to \$43,968,020.45.

SUBCLIN 010104:

AW: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010111C0599 620099 was increased by \$3,593,065.00 from [REDACTED]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

ORDER OF BODYDFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

a. Contract line item(s) 0001, 0002 and 0101 are incrementally funded. For these item(s), the sum of \$43,968,020.45 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

b. For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

c. Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

d. When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

e. If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

f. The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

g. The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

h. Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

i. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>	<u>Incremental Funding:</u>
1 Jan 04	Contract Executed
	\$10,848,000
26 Jul 04	
	\$ 3,456,783
1 Nov 04	
	\$ 7,959,858.45
25 Feb 04	
	\$ 1,235,000
15 Mar 05	
	\$ 250,000
18 Mar 05	
	\$ 235,000
1 Apr 05	
	\$ 6,526,000
8 Jun 05	
	\$ 526,130
27 Jun 05	
	\$ 100,000
1 Oct 05	14 Month Extension
	\$ 2,289,079
27 Oct 05	
	\$ 113,184
17 Nov 05	
	\$ 878,000
13 Dec 05	
	\$ 1,318,000
12 Jan 06	
	\$ 4,556,921

26 Jan 06	\$ 83,000
9 Feb 06	\$ 3,593,065

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U		PAGE OF PAGES 1 4		
2. AMENDMENT/MODIFICATION NO. P00019		3. EFFECTIVE DATE 27-Mar-2006		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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) DCMA MANASSAS 10600 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 01-Jan-2004			
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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government Obligation (AUG 1993)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nmhickey06109 The purpose of this modification is to: 1) add incremental funding in the amount of \$2,125,839.00 to CLIN 0101 (SubCLIN 00104 in the amount of (b)(4) under ACRN AW and SubCLIN 010105 in the amount of (b)(4) under ACRN AX) and 2) update DFARS 252.232-7007 Limitation of Government Obligation. See Summary of Changes 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)			
				GROVER J. MCVEY / CONTRACTING OFFICER			
				TEL: 703-882-6209 EMAIL: Grover.McVey@mda.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY <u>Grover J. McVey</u>		30-Mar-2006	
				(Signature of Contracting Officer)			

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

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 \$2,125,839.00 from \$43,968,020.45 to \$46,093,859.45.

SUBCLIN 010104:

AW: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010111C0599 620099 was increased by (b)(4)

SUBCLIN 010105:

AX: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010510C0722 620120 was increased by (b)(4)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

ORDER OF BODYDFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

a. Contract line item(s) 0001, 0002 and 0101 are incrementally funded. For these item(s), the sum of \$46,093,859.45 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

b. For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

c. Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this

clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

d. When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

e. If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

f. The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

g. The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

h. Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

i. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>	<u>Incremental Funding:</u>
1 Jan 04	Contract Executed
	\$10,848,000
26 Jul 04	
	\$ 3,456,783
1 Nov 04	
	\$ 7,959,858.45
25 Feb 04	
	\$ 1,235,000
15 Mar 05	
	\$ 250,000
18 Mar 05	
	\$ 235,000
1 Apr 05	
	\$ 6,526,000
8 Jun 05	
	\$ 526,130
27 Jun 05	
	\$ 100,000
1 Oct 05	14 Month Extension
	\$ 2,289,079
27 Oct 05	
	\$ 113,184

17 Nov 05	\$ 878,000
13 Dec 05	\$ 1,318,000
12 Jan 06	\$ 4,556,921
26 Jan 06	\$ 83,000
9 Feb 06	\$ 3,593,065
27 Mar 06	\$ 2,125,839

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00020		3. EFFECTIVE DATE 13-Apr-2006		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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) DCMA MANASSAS 10600 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 01-Jan-2004			
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: DFARS 252.232-7007 Limitation of Government Obligation (AUG 1993)							
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 1 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nmhickey06199 The purpose of this modification is to: 1) deobligate unused funding from CLIN 0002 (ACRN AQ in the amount of ^{(b)(4)} and ACRN AS in the amount of ^{(b)(4)} and 2) update DFARS 252.232-7007 Limitation of Government's Obligation. See Summary of Changes 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) GROVER J. MCVEY / CONTRACTING OFFICER TEL: 703-882-6209 EMAIL: Grover.McVey@mda.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Grover J. McVey</u> (Signature of Contracting Officer)		16C. DATE SIGNED 28-Apr-2006	
(Signature of person authorized to sign)							

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

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 decreased by \$620,000.00 from \$46,093,859.45 to \$45,473,859.45.

SUBCLIN 0002AA:

AQ: 9750400.2520 40603890C 2523 012123 BMDO0146955649 was decreased by (b)(4)
(b)(4)

AS: 9750400.2520 40603890C 2525 012123 BMDO0154067208 was decreased by (b)(4)
(b)(4)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

ORDER OF BODY

DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)

a. Contract line item(s) 0001, 0002 and 0101 are incrementally funded. For these item(s), the sum of \$45,473,859.45 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

b. For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

c. Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in

the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

d. When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

e. If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

f. The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

g. The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

h. Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

i. The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>		<u>Incremental Funding:</u>
1 Jan 04	Contract Executed	\$10,848,000
26 Jul 04		\$ 3,456,783
1 Nov 04		\$ 7,959,858.45
25 Feb 04		\$ 1,235,000
15 Mar 05		\$ 250,000
18 Mar 05		\$ 235,000
1 Apr 05		\$ 6,526,000
8 Jun 05		\$ 526,130
27 Jun 05		\$ 100,000
1 Oct 05	14 Month Extension	\$ 2,289,079
27 Oct 05		\$ 113,184
17 Nov 05		\$ 878,000

13 Dec 05	\$ 1,318,000
12 Jan 06	\$ 4,556,921
26 Jan 06	\$ 83,000
9 Feb 06	\$ 3,593,065
27 Mar 06	\$ 2,125,839
13 Apr 06	\$ - 620,000

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. P00021		3. EFFECTIVE DATE 04-May-2006		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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) DCMA MANASSAS 10600 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 01-Jan-2004			
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 CONTRACT 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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government's Obligation (APR 2006).							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nmhickey06296 The purpose of this modification is to 1) add incremental funding to CLIN 0101 in the amount of \$620,000.00 ^{(b)(4)} on SubCLIN 010106 via ACRN AY and ^{(b)(4)} on SubCLIN 010107 via ACRN AZ) and 2) update DFARS 252.232-7007 Limitation of Government's Obligation. See Summary of Changes 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) PENELOPE B. RUSSELL / CONTRACTING OFFICER TEL: 703-882-6528 EMAIL: Penelope.Russell@mda.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Penelope B Russell</u> (Signature of Contracting Officer)		16C. DATE SIGNED 15-May-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$0.00 from \$52,220,295.87 to \$52,220,295.87.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010106 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010106			Labor Hours		
	INCREMENTAL FUNDING FOR HQ0006-04-C-0002				
	CPFF				
	FCR 50498				
	FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AY				(b)(4)
	CIN: 00000000000000000000000000000000				

SUBCLIN 010107 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010107			Labor Hours		
	INCREMENTAL FUNDING FOR 04-C-0002				
	CPFF				
	FCR 50497				
	FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AZ				(b)(4)
	CIN: 00000000000000000000000000000000				

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 010106:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 010107:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

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 \$620,000.00 from \$45,473,859.45 to \$46,093,859.45.

SUBCLIN 010106:

Funding on SUBCLIN 010106 is initiated as follows:

ACRN: AY

CIN: 00000000000000000000000000000000

Acctng Data: 9750400.2520 5 BM 2520 40603890C00 2512 S12135 MD501015BC0498 520277

Increase: (b)(4)

Total: (b)(4)

SUBCLIN 010107:

Funding on SUBCLIN 010107 is initiated as follows:

ACRN: AZ

CIN: 00000000000000000000000000000000

Acctng Data: 9750400.2520 5 BM 2520 40603890C00 2512 S12135 MD5010111C0497 520267

Increase: (b)(4)

Total: (b)(4)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

ORDER OF BODY

252.232-7007 Limitation of Government's obligation (APR 2006)

(a) Contract line item(s) 0001, 0002 and 0101 are incrementally funded. For these item(s), the sum of \$46,093,859.45 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are

allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>		<u>Incremental Funding:</u>
1 Jan 04	Contract Executed	\$10,848,000
26 Jul 04		\$ 3,456,783
1 Nov 04		\$ 7,959,858.45
25 Feb 04		\$ 1,235,000
15 Mar 05		\$ 250,000
18 Mar 05		\$ 235,000
1 Apr 05		\$ 6,526,000
8 Jun 05		\$ 526,130
27 Jun 05		\$ 100,000
1 Oct 05	14 Month Extension	\$ 2,289,079
27 Oct 05		\$ 113,184
17 Nov 05		\$ 878,000

13 Dec 05	\$ 1,318,000
12 Jan 06	\$ 4,556,921
26 Jan 06	\$ 83,000
9 Feb 06	\$ 3,593,065
27 Mar 06	\$ 2,125,839
13 Apr 06	\$ - 620,000
04 May 06	\$ 620,000

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00022		3. EFFECTIVE DATE 24-May-2006		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 01-Jan-2004			
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 CONTRACT 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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government Obligation (April 2006)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nmhickey06387 The purpose of this modification is to: 1) add incremental funding in the amount of \$315,000.00 to CLIN 0101 via SubCLIN 010108 under ACRN BA and 2) update DFARS 252.232-7007 Limitation of Government Obligation. See Summary of Changes 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) PENELOPE B. RUSSELL / CONTRACTING OFFICER TEL: 703-882-6528 EMAIL: Penelope.Russell@mda.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u><i>Penelope B Russell</i></u> (Signature of Contracting Officer)		16C. DATE SIGNED 24-May-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$0.00 from \$52,220,295.87 to \$52,220,295.87.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010108 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010108	INCREMENTAL FUNDING FOR 04-C-0002 COST FCR 62633 FOB: Destination				
				ESTIMATED COST	\$0.00
	ACRN BA CIN: 00000000000000000000000000000000				\$315,000.00

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 \$315,000.00 from \$46,093,859.45 to \$46,408,859.45.

SUBCLIN 010108:

Funding on SUBCLIN 010108 is initiated as follows:

ACRN: BA

CIN: 00000000000000000000000000000000

Acctng Data: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD601015BC2633 620103

Increase: \$315,000.00

Total: \$315,000.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

ORDER OF BODY

252.232-7007 Limitation of Government's obligation (APR 2006)

(a) Contract line item(s) 0001, 0002 and 0101 are incrementally funded. For these item(s), the sum of \$46,408,859.45 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs

(b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>	<u>Incremental Funding:</u>
1 Jan 04 Contract Executed	\$10,848,000
26 Jul 04	\$ 3,456,783
1 Nov 04	\$ 7,959,858.45
25 Feb 04	\$ 1,235,000
15 Mar 05	\$ 250,000
18 Mar 05	\$ 235,000
1 Apr 05	\$ 6,526,000
8 Jun 05	\$ 526,130

27 Jun 05		\$ 100,000
1 Oct 05	14 Month Extension	\$ 2,289,079
27 Oct 05		\$ 113,184
17 Nov 05		\$ 878,000
13 Dec 05		\$ 1,318,000
12 Jan 06		\$ 4,556,921
26 Jan 06		\$ 83,000
9 Feb 06		\$ 3,593,065
27 Mar 06		\$ 2,125,839
13 Apr 06		\$ - 620,000
04 May 06		\$ 620,000
23 May 06		\$ 315,000

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00023	3. EFFECTIVE DATE 19-Jul-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	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) OCMA MANASSAS 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202		9A. AMENDMENT OF SOLICITATION NO.			
		9B. DATED (SEE ITEM 11)			
		X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
		X 10B. DATED (SEE ITEM 13) 01-Jan-2004			
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).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government's Obligation (May 2006).					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nmhickey06583 The purpose of this modification is to: 1) add incremental funding to CLIN 0101 in the amount of \$969,134.40 (b)(4) on SubCLIN 010104 via ACRN AW and (b)(4) on SubCLIN 010108 via ACRN BA and 2) update DFARS 252.232-7007 Limitation of Government's Obligation (May 2006). See Summary of Changes 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) GROVER J. MCVEY / CONTRACTING OFFICER TEL: 703-882-6208 EMAIL: Grover.McVey@mda.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Grover J. McVey</u> (Signature of Contracting Officer)		16C. DATE SIGNED 19-Jul-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

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 \$969,134.40 from \$46,408,859.45 to \$47,377,993.85.

SUBCLIN 010104:

AW: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010111C0599 620099 was increased by (b)(4)

SUBCLIN 010108:

BA: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD601015BC2633 620103 (CIN 00000000000000000000000000000000) was increased by (b)(4)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

ORDER OF BODY**LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)**

(a) Contract line item(s) 000 through 0101 are incrementally funded. For these item(s), the sum of **\$47,377,993.85** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of

the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>	<u>Incremental Funding:</u>
1 Jan 04	Contract Executed \$10,848,000
26 Jul 04	\$ 3,456,783
1 Nov 04	\$ 7,959,858.45
25 Feb 04	\$ 1,235,000
15 Mar 05	\$ 250,000
18 Mar 05	\$ 235,000
1 Apr 05	\$ 6,526,000
8 Jun 05	\$ 526,130

27 Jun 05		\$ 100,000
1 Oct 05	14 Month Extension	\$ 2,289,079
27 Oct 05		\$ 113,184
17 Nov 05		\$ 878,000
13 Dec 05		\$ 1,318,000
12 Jan 06		\$ 4,556,921
26 Jan 06		\$ 83,000
9 Feb 06		\$ 3,593,065
27 Mar 06		\$ 2,125,839
13 Apr 06		\$ - 620,000
04 May 06		\$ 620,000
23 May 06		\$ 315,000
10 Jul 06		\$ 969,134.40

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE U	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. P00024	3. EFFECTIVE DATE 01-Aug-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	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) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002		
CODE 52939			X 10B. DATED (SEE ITEM 13) 01-Jan-2004		
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).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government's Obligation (May 2006)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nrmhickey06671 The purpose of this modification is to: 1) provide incremental funding in the amount of \$20,000.00 to CLIN 0101 Labor (via SubCLIN 010109, ACRN BB) and 2) update DFARS 252.232-7007 Limitation of Government's Obligation. See Summary of Changes 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) GROVER J. MCVEY / CONTRACTING OFFICER TEL: 703-882-6208 EMAIL: Grover.McVey@mda.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Grover J. McVey</u> (Signature of Contracting Officer)		16C. DATE SIGNED 01-Aug-2006	

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

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010109 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010109	INCREMENTAL FUNDING FOR H0006-04-C-0002 COST FCR 63013 FOB: Destination PURCHASE REQUEST NUMBER: AS9SKP63013BASIC		Labor Hours		
				ESTIMATED COST	\$0.00
	ACRN BB CIN: AS9SKP63013BASIC0001				\$20,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 010109:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

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 \$20,000.00 from \$47,377,993.85 to \$47,397,993.85.

SUBCLIN 010109:

Funding on SUBCLIN 010109 is initiated as follows:

ACRN: BB

CIN: AS9SKP63013BASIC0001

Acctng Data: 9760400.2520 6 BM 2520 30603175C00 255Y S12135 MD6050811C3013 620011

Increase: \$20,000.00

Total: \$20,000.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

ORDER OF BODY

LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 000 through 0101 are incrementally funded. For these item(s), the sum of \$47,397,993.85 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>	<u>Incremental Funding:</u>
1 Jan 04	Contract Executed
	\$10,848,000
26 Jul 04	
	\$ 3,456,783
1 Nov 04	
	\$ 7,959,858.45
25 Feb 04	
	\$ 1,235,000
15 Mar 05	
	\$ 250,000
18 Mar 05	
	\$ 235,000
1 Apr 05	
	\$ 6,526,000
8 Jun 05	
	\$ 526,130
27 Jun 05	
	\$ 100,000
1 Oct 05	14 Month Extension
	\$ 2,289,079
27 Oct 05	
	\$ 113,184
17 Nov 05	
	\$ 878,000
13 Dec 05	
	\$ 1,318,000
12 Jan 06	
	\$ 4,556,921
26 Jan 06	
	\$ 83,000
9 Feb 06	
	\$ 3,593,065
27 Mar 06	
	\$ 2,125,839
13 Apr 06	
	\$ - 620,000
04 May 06	
	\$ 620,000
23 May 06	
	\$ 315,000

10 Jul 06	\$ 969,134.40
26 Jul 06	\$ 20,000.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. F00025	3. EFFECTIVE DATE 30-Aug-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	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) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002		
			X 10B. DATED (SEE ITEM 13) 01-Jan-2004		
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).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government's Obligation (May 2006)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nmhickey06815 The purpose of this modification is to: 1) provide incremental funding in the amount of \$163,430.00 ^{(b)(4)} to SubCLIN 010110, ACRN BC and ^{(b)(4)} to SubCLIN 010108 ACRN BA) and 2) update DFARS 252.232-7007 Limitation of Government's Obligation. See Summary of Changes 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) PENELOPE B. RUSSELL / CONTRACTING OFFICER TEL: 703-882-6528 EMAIL: Penelope.Russell@mda.mil		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Penelope B Russell</u> (Signature of Contracting Officer)		16C. DATE SIGNED 30-Aug-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010110 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010110	INCREMENTAL FUNDING FOR CLIN 0101 COST FCR 63180 FOB: Destination PURCHASE REQUEST NUMBER: MK9TJU63180BASIC				
				ESTIMATED COST	\$0.00
	ACRN BC CIN: MK9TJU63180BASIC0001				(b)(4)

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 \$163,430.00 from \$47,397,993.85 to \$47,561,423.85.

SUBCLIN 010108:

BA: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD601015BC2633 620103 (CIN 00000000000000000000000000000000) was increased by (b)(4)

SUBCLIN 010110:

Funding on SUBCLIN 010110 is initiated as follows:

ACRN: BC

CIN: MK9TJU63180BASIC0001

Acctng Data: 9760400.2520 6 BM 2520 40603894C00 2512 S12135 MD6051504C3180 620369

Increase: (b)(4)

Total: (b)(4)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

ORDER OF BODY**LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)**

(a) Contract line item(s) 000 through 0101 are incrementally funded. For these item(s), the sum of \$47,561,423.85 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>	<u>Incremental Funding:</u>
1 Jan 04 Contract Executed	\$10,848,000
26 Jul 04	\$ 3,456,783
1 Nov 04	\$ 7,959,858.45
25 Feb 04	\$ 1,235,000
15 Mar 05	\$ 250,000
18 Mar 05	\$ 235,000
1 Apr 05	\$ 6,526,000
8 Jun 05	\$ 526,130
27 Jun 05	\$ 100,000
1 Oct 05 14 Month Extension	\$ 2,289,079
27 Oct 05	\$ 113,184
17 Nov 05	\$ 878,000
13 Dec 05	\$ 1,318,000
12 Jan 06	\$ 4,556,921
26 Jan 06	\$ 83,000
9 Feb 06	\$ 3,593,065
27 Mar 06	\$ 2,125,839
13 Apr 06	\$ - 620,000
04 May 06	\$ 620,000
23 May 06	\$ 315,000
10 Jul 06	\$ 969,134.40
26 Jul 06	\$ 20,000.00
28 Aug 06	\$ 163,430.00

End of Summary of Changes

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE U		PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. P00026		3. EFFECTIVE DATE 13-Sep-2006		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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) DCMA MANASSAS 10600 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 01-Jan-2004			
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 CONTRACT/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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 (May 2006) Limitation of Government's Obligation							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nmhickey06881 The purpose of this modification is to: 1) provide incremental funding in the amount of \$650,000.00 to CLIN 0101 via SubCLIN 010104, ACRN AW, and 2) update DFARS 252.232-7007 Limitation of Government's Obligation. See page 2 for Summary of Changes.							
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) PENELOPE B. RUSSELL / CONTRACTING OFFICER TEL: 703-862-8628 EMAIL: Penelope.Russell@mda.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Penelope B Russell</u> (Signature of Contracting Officer)		16C. DATE SIGNED 13-Sep-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

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 \$650,000.00 from \$47,561,423.85 to \$48,211,423.85.

SUBCLIN 010104:

AW: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010111C0599 620099 was increased by \$650,000.00 from \$11,034,959.40 to \$11,684,959.40

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

ORDER OF BODY**LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)**

(a) Contract line item(s) 0001 through 0101 are incrementally funded. For these item(s), the sum of \$48,211,423.85 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will

terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>		<u>Incremental Funding:</u>
1 Jan 04	Contract Executed	\$10,848,000
26 Jul 04		\$ 3,456,783
1 Nov 04		\$ 7,959,858.45
25 Feb 04		\$ 1,235,000
15 Mar 05		\$ 250,000
18 Mar 05		\$ 235,000
1 Apr 05		\$ 6,526,000
8 Jun 05		\$ 526,130
27 Jun 05		\$ 100,000
1 Oct 05	14 Month Extension	\$ 2,289,079

27 Oct 05	\$ 113,184
17 Nov 05	\$ 878,000
13 Dec 05	\$ 1,318,000
12 Jan 06	\$ 4,556,921
26 Jan 06	\$ 83,000
9 Feb 06	\$ 3,593,065
27 Mar 06	\$ 2,125,839
13 Apr 06	\$ - 620,000
04 May 06	\$ 620,000
23 May 06	\$ 315,000
10 Jul 06	\$ 969,134.40
26 Jul 06	\$ 20,000.00
28 Aug 06	\$ 163,430.00
12 Sep 06	\$ 650,000.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00027		3. EFFECTIVE DATE 21-Sep-2006		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 01-Jan-2004			
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 CONTRACT 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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government's Obligation (May 2006)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nmhickey06939 The purpose of this modification is to: 1) provide incremental funding in the amount of \$650,000.00 to CLIN 0101 via SubCLIN 010111, ACRN AW and 2) update DFARS 252.232-7007 Limitation of Government's Obligation (May 2006). See page 2 for Summary of Changes.							
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) PENELOPE B. RUSSELL / CONTRACTING OFFICER TEL: 703-882-6528 EMAIL: Penelope.Russell@mda.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u><i>Penelope B Russell</i></u> (Signature of Contracting Officer)		16C. DATE SIGNED 21-Sep-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010111 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010111	INCREMENTAL FUNDING FOR CLIN 0101 COST FOB: Destination PURCHASE REQUEST NUMBER: SE9KNY60599AMENDMENT4				
				ESTIMATED COST	\$0.00
	ACRN AW CIN: SE9KNY60599AMENDMENT40001				\$650,000.00

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 \$650,000.00 from \$48,211,423.85 to \$48,861,423.85.

SUBCLIN 010111:

Funding on SUBCLIN 010111 is initiated as follows:

ACRN: AW

CIN: SE9KNY60599AMENDMENT40001

Acctng Data: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010111C0599 620099

Increase: \$650,000.00

Total: \$650,000.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 0001 through 0101 are incrementally funded. For these item(s), the sum of \$48,861,423.85 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

Date: _____ **Incremental Funding:** _____

1 Jan 04	Contract Executed	\$10,848,000
26 Jul 04		\$ 3,456,783
1 Nov 04		\$ 7,959,858.45
25 Feb 04		\$ 1,235,000
15 Mar 05		\$ 250,000
18 Mar 05		\$ 235,000
1 Apr 05		\$ 6,526,000
8 Jun 05		\$ 526,130
27 Jun 05		\$ 100,000
1 Oct 05	14 Month Extension	\$ 2,289,079
27 Oct 05		\$ 113,184
17 Nov 05		\$ 878,000
13 Dec 05		\$ 1,318,000
12 Jan 06		\$ 4,556,921
26 Jan 06		\$ 83,000
9 Feb 06		\$ 3,593,065
27 Mar 06		\$ 2,125,839
13 Apr 06		\$ - 620,000
04 May 06		\$ 620,000
23 May 06		\$ 315,000
10 Jul 06		\$ 969,134.40
26 Jul 06		\$ 20,000.00
28 Aug 06		\$ 163,430.00
12 Sep 06		\$ 650,000.00
21 Sep 06		\$ 650,000.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U		PAGE OF PAGES 1 4		
2. AMENDMENT/MODIFICATION NO. F00028		3. EFFECTIVE DATE 29-Sep-2006		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 01-Jan-2004			
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 CONTRACT/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.							
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 <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.) Modification Control Number: nmhickey061014 The purpose of this modification is to: 1) correct F00027 by removing \$650,000.00. This funding was already added on F00026 and 2) update DFARS 252.232-7007 Limitation of Government's Obligation (May 2006). See page 2 for Summary of Changes.							
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)			
				CAROLINE COLEMAN / CONTRACTING OFFICER			
				TEL: 703-882-6115 EMAIL: Caroline.Coleman@mda.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY <u>Caroline H Coleman</u>		29-Sep-2006	
				(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

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 decreased by \$650,000.00 from \$48,861,423.85 to \$48,211,423.85.

SUBCLIN 010111:

AW: 9760400.2520 6 BM 2520 40603890C00 2512 S12135 MD6010111C0599 620099 (CIN SE9KNY60599AMENDMENT40001) was decreased by \$650,000.00 from \$650,000.00 to \$0.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

ORDER OF BODY**LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)**

(a) Contract line item(s) 0001 through 0101 are incrementally funded. For these item(s), the sum of \$48,211,423.85 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will

terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>		<u>Incremental Funding:</u>
1 Jan 04	Contract Executed	\$10,848,000
26 Jul 04		\$ 3,456,783
1 Nov 04		\$ 7,959,858.45
25 Feb 04		\$ 1,235,000
15 Mar 05		\$ 250,000
18 Mar 05		\$ 235,000
1 Apr 05		\$ 6,526,000
8 Jun 05		\$ 526,130
27 Jun 05		\$ 100,000
1 Oct 05	14 Month Extension	\$ 2,289,079

27 Oct 05	\$ 113,184
17 Nov 05	\$ 878,000
13 Dec 05	\$ 1,318,000
12 Jan 06	\$ 4,556,921
26 Jan 06	\$ 83,000
9 Feb 06	\$ 3,593,065
27 Mar 06	\$ 2,125,839
13 Apr 06	\$ - 620,000
04 May 06	\$ 620,000
23 May 06	\$ 315,000
10 Jul 06	\$ 969,134.40
26 Jul 06	\$ 20,000.00
28 Aug 06	\$ 163,430.00
12 Sep 06	\$ 650,000.00
21 Sep 06	\$ 650,000.00
28 Sep 06	\$ - 650,000.00

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE U		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00029		3. EFFECTIVE DATE 19-Oct-2006		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		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) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1725 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0002			
				X 10B. DATED (SEE ITEM 13) 01-Jan-2004			
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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government's Obligation (May 2006).							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nmhickey0781 The purpose of this modification is to: 1) provide incremental funding in the amount of \$1,520,948.60 to CLIN 0101 via SubCLIN 010112, ACRN BD and 2) update DFARS 252.232-7007 Limitation of Government's Obligation (May 2006). See page 2 for Summary of Changes.							
<small>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.</small>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PENELOPE B. RUSSELL / CONTRACTING OFFICER TEL: 703-882-6528 EMAIL: Penelope.Russell@mda.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u><i>Penelope B. Russell</i></u> (Signature of Contracting Officer)		16C. DATE SIGNED 19-Oct-2006	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010112 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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010112

INCREMENTAL FUNDING FOR CLIN 0101

FCR 70058

FOB: Destination

PURCHASE REQUEST NUMBER: DE9KNY70058 BASIC

NET AMT

ACRN BD

CIN: DE9KNY70058BASIC0001

\$1,520,948.60

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 \$1,520,948.60 from \$48,211,423.85 to \$49,732,372.45.

SUBCLIN 010112:

Funding on SUBCLIN 010112 is initiated as follows:

ACRN: BD

CIN: DE9KNY70058BASIC0001

Acctng Data: 9770400.2520 7 BM 2520 40603890C00 2512 S12135 MD7010111C0058 72H002

Increase: \$1,520,948.60

Total: \$1,520,948.60

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

ORDER OF BODY

LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 0001 through 0101 are incrementally funded. For these item(s), the sum of \$49,732,372.45 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>	<u>Incremental Funding:</u>
1 Jan 04	Contract Executed
	\$10,848,000
26 Jul 04	
	\$ 3,456,783
1 Nov 04	
	\$ 7,959,858.45
25 Feb 04	
	\$ 1,235,000
15 Mar 05	
	\$ 250,000
18 Mar 05	
	\$ 235,000
1 Apr 05	
	\$ 6,526,000
8 Jun 05	
	\$ 526,130
27 Jun 05	
	\$ 100,000
1 Oct 05	14 Month Extension
	\$ 2,289,079
27 Oct 05	
	\$ 113,184
17 Nov 05	
	\$ 878,000
13 Dec 05	
	\$ 1,318,000
12 Jan 06	
	\$ 4,556,921
26 Jan 06	
	\$ 83,000
9 Feb 06	
	\$ 3,593,065
27 Mar 06	
	\$ 2,125,839
13 Apr 06	
	\$ - 620,000
04 May 06	
	\$ 620,000
23 May 06	
	\$ 315,000
10 Jul 06	
	\$ 969,134.40
26 Jul 06	
	\$ 20,000.00
28 Aug 06	
	\$ 163,430.00

12 Sep 06	\$ 650,000.00
21 Sep 06	\$ 650,000.00
28 Sep 06	\$ - 650,000.00
19 Oct 06	\$ 1,520,948.60

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00030		3. EFFECTIVE DATE 01-Dec-2006		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	
5. PROJECT NO (If applicable)		6. ISSUED BY CODE HQ0006			
7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 1000 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 22110-2342		CODE S2404A			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION PAUL PHEENY 1726 JEFFERSON DAVIS HIGHWAY SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. P00030-04-C-0002	
				X 10B. DATED (SEE ITEM 13) 01-Jan-2004	
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 by 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 CONTRACT 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 data, 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: FAR 52.217-8 Option to Extend Services					
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 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF action headings, including solicitation/contract subject matter where feasible.) Modification Control Number: nrrhckey07291 The purpose of this modification is to: 1) extend the period of performance of the current contract from 30 November 2006 to 31 January 2007 for a total LOE of ^{(b)(4)} hours at a cost of \$2,943,000.00; 2) as a result of item (1), the contract ceiling is increased by \$2,943,000.00; 3) provide funding in the amount of \$2,900,000.00 for this extension (via CLIN 0102, SubCLIN 010201, ACRN 80); 4) update DFARS 252.232-7007 Limitation of Government's Obligation and 5) update Local MDA Clause G-8, Allotment of Funds. See page 2 for summary of changes.					
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 SENIOR (Type or print) JUDITH A. BETHKE Senior Contracts Administrator			15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PENELOPE B RUSSELL TEL: EMAL		
15C. DATE SIGNED 11-30-06		15D. UNITED STATES OF AMERICA Penelope B Russell (Signature of Contracting Officer)		15E. DATE SIGNED 30 Nov 06	

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

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,943,000.00 from \$52,220,295.87 to \$55,163,295.87.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0101

The CLIN description has changed to SETA Support.

The CLIN extended description has changed to SETA Support as part of Missile Defense System Engineering Team (MDSET) National Team.

Breakout: LOE \$2,912,263.00

ODC \$ 30,737.00

Total increase \$2,943,000.00.

The total cost of this line item has increased by \$2,943,000.00 from \$19,102,417.00 to \$22,045,417.00.

SUBCLIN 010113 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010113	INCREMENTAL FUNDING FOR CLIN 0101 FFP FCR 70058 - Amend 1 FOB: Destination PURCHASE REQUEST NUMBER: DE9KNY70058AMENDMENT1				
				NET AMT	\$0.00
	ACRN BD CIN: DE9KNY70058AMENDMENT10001				\$2,900,000.00

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0101 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2005 TO 30-NOV-2006	N/A	MISSILE DEFENSE AGENCY (MDA) MARK NELSON CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 614-6053 FOB: Destination	HQ0006

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-OCT-2005 TO 31-JAN-2007	N/A	MISSILE DEFENSE AGENCY (MDA) MARK NELSON CONTRACTS DIRECTORATE 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100 (703) 614-6053 FOB: Destination	HQ0006

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 \$2,900,000.00 from \$49,732,372.45 to \$52,632,372.45.

SUBCLIN 010113:

Funding on SUBCLIN 010113 is initiated as follows:

ACRN: BD

CIN: DE9KNY70058AMENDMENT10001

Acctng Data: 9770400.2520 7 BM 2520 40603890C00 2512 S12135 MD7010111C0058 72H002

Increase: \$2,900,000.00

Total: \$2,900,000.00

G-8 ALLOTMENT OF FUNDS

Pursuant to FAR 52.232-22, "Limitation of Funds," the total amount of funds presently available for payment and obligated to this contract (which covers all items, including fixed fee payable) is \$52,632,372.45 for CLINs 0001 thru CLIN 0101. The estimated funds exhaustion date is 31 January 2007.

The following have been modified:

ORDER OF BODY

LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 0001 through 0101 are incrementally funded. For these item(s), the sum of \$52,632,372.45 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded

except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

<u>Date:</u>		<u>Incremental Funding:</u>
1 Jan 04	Contract Executed	\$10,848,000
26 Jul 04		\$ 3,456,783
1 Nov 04		\$ 7,959,858.45
25 Feb 04		\$ 1,235,000
15 Mar 05		\$ 250,000
18 Mar 05		\$ 235,000
1 Apr 05		\$ 6,526,000
8 Jun 05		\$ 526,130
27 Jun 05		\$ 100,000
1 Oct 05	14 Month Extension	\$ 2,289,079
27 Oct 05		\$ 113,184
17 Nov 05		\$ 878,000
13 Dec 05		\$ 1,318,000
12 Jan 06		\$ 4,556,921
26 Jan 06		\$ 83,000
9 Feb 06		\$ 3,593,065
27 Mar 06		\$ 2,125,839
13 Apr 06		\$ - 620,000
04 May 06		\$ 620,000
23 May 06		\$ 315,000
10 Jul 06		\$ 969,134.40
26 Jul 06		\$ 20,000.00

28 Aug 06	\$ 163,430.00
12 Sep 06	\$ 650,000.00
21 Sep 06	\$ 650,000.00
28 Sep 06	\$ - 650,000.00
19 Oct 06	\$ 1,520,948.60
29 Nov 06	\$ 2,900,000.00

(End of Summary of Changes)