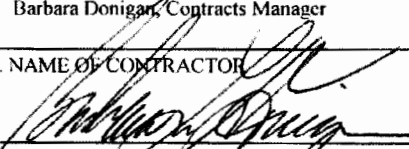
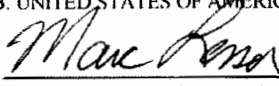


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-C9		PAGE OF PAGES 1 26	
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0006-04-C-0013		3. EFFECTIVE DATE 01 Apr 2004		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY MISSILE DEFENSE AGENCY (MDA) 7100 DEFENSE PENTAGON WASHINGTON DC 20301-7100		CODE HQ0006		6. ADMINISTERED BY (If other than Item 5) DCMA 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 Barbara Donigan 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	
CODE 52939		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/NEW DOMINION DIVISION P.O. BOX 182041 COLUMBUS OH 43218-2041			
11. SHIP TO/MARK FOR See Schedule		CODE		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						\$0.00	
16. TABLE OF CONTENTS							
(X) SEC.	DESCRIPTION		PAGE(S)	(X) SEC.	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	21 - 25
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS	26
X	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	8		INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	9 - 10	L	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	11 - 20	M			
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			
19A. NAME AND TITLE OF SIGNER (Type or print) Barbara Donigan, Contracts Manager				20A. NAME AND TITLE OF CONTRACTING OFFICER Marc Lesser TEL: Contracting Officer EMAIL:			
19B. NAME OF CONTRACTOR BY 		19C. DATE SIGNED 3-29-04		20B. UNITED STATES OF AMERICA BY 		20C. DATE SIGNED 4/1/04	
		(Signature of person authorized to sign)				(Signature of Contracting Officer)	

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-C9		PAGE OF PAGES 1 26	
2. CONTRACT (Proc. Inst. Ident.) NO. HQ0006-04-C-0013		3. EFFECTIVE DATE 01 Apr 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) DCMA 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	
CODE 52939		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE	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						\$0.00	
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X	F	DELIVERIES OR PERFORMANCE	8		OTHER STATEMENTS OF OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	9 - 10	L	INSTRS, CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	11 - 20	M	EVALUATION FACTORS FOR AWARD		
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 MARC LESSER / CONTRACTING OFFICER, CTS TEL: (703) 486-0176 EMAIL: marc.lesser@mda.osd.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY  (Signature of Contracting Officer)		01-Apr-2004	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		570	Manmo nth		
	Services in support of MDA/DB				
	CPFF				
	Services in support of MDA/DB in accordance with the Statement of Objectives (SOO) (Attachment 1) to provide the equivalent of 38 man-years (MY) of effort and services on a monthly basis for a period of 15 months in accordance with the Staffing Plan (Attachment 6).				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
					<hr/>
				TOTAL EST COST + FEE	\$0.00
	ACRN AA Funded Amount				\$2,352,402.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		195	Manmo nth		
	Services in support of MDA/DS				
	CPFF				
	Services in support of MDA/DS in accordance with the SOO (Attachment 1) to provide the equivalent of 13 MY of effort and services on a monthly basis for a period of 15 months in accordance with the Staffing Plan (Attachment 6).				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
					<hr/>
				TOTAL EST COST + FEE	\$0.00
	ACRN AB Funded Amount				\$2,000,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		180	Manmonth		
	Services in support of MDA/DT CPFF				
	Services in support of MDA/DT in accordance with the SOO (Attachment 1) to provide the equivalent of 12 MY of effort and services on a monthly basis for a period of 15 months in accordance with the Staffing Plan (Attachment 6).				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AC Funded Amount				\$500,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Lot		
	Contract Data Requirements Reports CPFF				
	Provide data and reports for CLINs 0001, 0002, and 0003 in accordance with the Contract Data Requirements Reports (CDRL), DD Form 1423-1, Exhibit (A). NOT SEPARATELY PRICED (NSP)				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	Funded Amount				\$0.00

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, 0002, 0003 and 0004 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:	\$ To Be Determined
Fixed Fee:	\$ To Be Determined
Estimated Cost-Plus-Fixed-Fee:	\$ To Be Determined

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 SOO 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, DD Form 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

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government

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, 0002, 0003 and 0004 shall be by the Contracting Officer's Representative at:

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

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0002	POP 01-APR-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0003	POP 01-APR-2004 TO 30-JUN-2005	N/A	N/A FOB: Destination	
0004	N/A	N/A	N/A	N/A

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

- a. The Contractor shall accomplish the work required by CLINs 0001, 0002, 0003 and 0004 in accordance with the SOO for a period of 15 months from 1 April 2004 through 30 June 2005.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9740400.2520 40603883C 2523 012123 BMDO0144640918
AMOUNT: \$2,352,402.00

AB: 9740400.2520 60901598C 2523 012123 BMDO0144640917
AMOUNT: \$2,000,000.00

AC: 9740400.2520 40603884C 2523 012123 BMDO0144640920
AMOUNT: \$500,000.00

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:

First Union National Bank
1525 West W. T. Harris Blvd, NC-0805
Charlotte, NC 28262
ABA Number of the Financial Institution: 031000503
Contractor's account number at Financial Institution: Acct# 2100012761646

G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLIN(s) 0001, 0002 and 0003 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 allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is \$4,852,402 as follows:

CLIN 0001 \$2,352,402
Estimated funds exhaustion date: June 30, 2004

CLIN 0002 \$2,000,000
Estimated funds exhaustion date: September 30, 2004

CLIN 0003 \$500,000
Estimated funds exhaustion date: June 2, 2004

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 man-months. Man-months 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 man-months per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total labor man-months of effort prior to the expiration of the term hereof, and it is further understood and agreed that the number of man-months 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 man-months. If, at the end of each contract period the Government has ordered and/or the Contractor has delivered less than the maximum quantity of man-months, the fixed fee shall be automatically adjusted and shall be reduced in proportion to the ratio of the man-months actually delivered to the maximum contract man-months:

$$\text{Man-months delivered/Total Maximum man-months} \quad \times \quad \text{Maximum Fixed Fee} = \text{Adjusted Fixed Fee}$$

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 incurred under this contract by CLIN. Separate invoices shall be submitted for each individual CLIN. Vouchers shall contain actual man-months (or 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, BUDGETING, AND EXECUTION SYSTEM (PPBES) 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, Budgeting, and Execution System (PPBES) data. However, the Missile Defense Agency (MDA) is authorized to release BMD-related PPBES 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 PPBES data is defined as: Current or future PPBES 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 PPBES 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 PPBES approved Contractor contains:

(1) Only BMD-related PPBES 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 PPBES 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 (PPBES Non-disclosure Agreements [MDA Form 099], found in Section J, Attachment 9) 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 PPBES 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 PPBES 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 PPBES data. Inquiries by unauthorized persons should be referred to the COR or the Contracting Officer. (Verification of Contractor personnel authorized access to BMD-related PPBES data can be obtained from the Contracting Officer.)
 - (4) Not transport (by any medium), maintain, or process BMD-related PPBES 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 PPBES-approved Contractor facilities and individuals can be obtained from the Contracting Officer.)
 - (5) Not to accept any portion of any document that is described in paragraph d. above, unless the portion of the document contains only BMD-related PPBES data.
 - (6) Notify the Contracting Officer promptly if any non-Government person(s) or company(s) requests access to BMD-related PPBES 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 PPBES 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 PPBES data shall process, when possible, such data in Government workspaces using equipment furnished by the Government. However, if a Contractor anticipates processing BMD-related PPBES 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 PPBES data at the Contractor's facility shall be performed only when absolutely essential and processing in Government workspaces is impractical. Prior to the processing of any such data outside of a Government facility or removal of BMD-related PPBES 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 that meets the general requirements identified in MDA Directive 7045 "Contractor Access to Planning, Programming, and Budgeting System (PPBES) Data." The plan shall be approved in writing by the Contracting Officer prior to removal of any BMD-related PPBES 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 PPBES 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 PPBES data to transport, process, or maintain such data at a Government or an MDA PPBES-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 PPBES data at its facility(s), the Contractor shall inventory all Government documents in its possession and destroy or return all DoD-generated PPBES and BMD-related PPBES 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 PPBES data understand the consequences of divulging such data. Revealing BMD-related PPBES 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 that 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 of Communications 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/DC
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 3, 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 or

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 BMDS 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 6.

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 judgments 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 COT. 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.

H-13 LETTER CONTRACT DEFINITIZATION

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

b. If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (d) below, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with FAR Part 15 and Part 31, subject to Contractor appeal as provided in the "Disputes" clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause, as indicated in Section I.

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

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

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

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

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

(c) The definitive contract resulting from this undefinitized action shall not exceed \$17,700,000 inclusive of fee.

(d) The schedule for definitizing this letter contract is:

<u>EVENT</u>	<u>DATE</u>
Submission of Proposal	13 April 2004
Commencement of Negotiations	17 May 2004
Definitization	01 June 2004

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	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JAN 2004
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	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
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
52.237-3	Continuity Of Services	JAN 1991
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
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
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 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision 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	JUN 1998
	Outside the United States	
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 \$4,852,402 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$4,852,402 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)

52.244-6 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

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit _	CDRL Exhibit A	6	01-MAR-2004
Attachment 1	Attachment 1 Statement of Objectives	4	04-MAR-2004
Attachment 2	Attachment 2 GFI/GFE	1	19-FEB-2004
Attachment 3	Attachment 3 OCI Analysis/Disclosure Form	2	19-FEB-2004
Attachment 4	Attachment 4 Proprietary Info Agreement	3	
Attachment 5	Attachment 5 DD 254	12	01-MAR-2004
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**MISSILE DEFENSE AGENCY (MDA/D) EXECUTIVE MANAGEMENT COUNCIL
DIRECTORATES STATEMENT OF OBJECTIVES**

I. STATEMENT OF OBJECTIVES (SOO)

In January 2002, The Secretary of Defense established new priorities and guidance for the Ballistic Missile Defense (BMD) Program. These objectives included: (1) establishment of a single program to develop an integrated system under a newly titled Missile Defense Agency (MDA); (2) development, when directed, of a useful military capability to detect, track, intercept and defeat ballistic missiles in all phases of flight against all ranges of threats; (3) planning and execution of work such that efforts in particular areas of the BMD System (BMDS) may be truncated or stopped if the results are unsatisfactory or where the development effort should be shifted to another integrated BMDS element to permit its acceleration; (4) execution of the program such that demonstrated capabilities can be fielded in limited numbers when available. Base production decisions on an initial performance of the BMDS as demonstrated through credible testing availability of system alternatives, and consideration of threat evolution; and (5) adoption of a flexible approach to the overall BMDS such that each BMDS element complements the others, supports deployment in differing combinations over time, and is open for international participation.

In response to this, and other direction, the BMD program shifted from using the standard acquisition process to an evolutionary and spiral development method. These approaches are designed to develop and field demonstrated technologies for both hardware and software in manageable pieces. Evolutionary acquisition and spiral development also allow insertion of new technologies and capabilities over time. Therefore, these approaches provide the best means of getting advanced technologies to the war-fighter quickly while providing for follow-on improvements.

The evolutionary approach that MDA is pursuing will improve missile defense capabilities over time. As a result, there will not be a final, fixed missile defense architecture. Instead, an initial set of deployed capabilities will evolve to meet the changing threat and to take advantage of technological developments. The composition of missile defenses, to include the number and location of systems deployed, will change over time.

To support the Director in these objectives he has organized his key decisions makers into an Executive Management Council (EMC) composed of his Deputy Director (DD), an Executive Director (DX), a System Executive Officer (DB), a Technical Director (DT), and a Chief of Staff (DS). This team is responsible to the Director, MDA, for providing integrated, coordinated executive management of the BMDS and the MDA.

These offices must be adequately staffed to define, implement, and administer these challenging activities. The EMC will rely on contracted advisory and assistance services similar to system engineering and technical assistance (SETA) arrangements to execute their function. A single integrated contractor team provides today's Executive Management SETA support and the successful offeror must demonstrate the ability to manage such large integrated activities. The offeror will be the lead for supporting EMC in all the day-to-day sustaining program management, assessment, and control functions as defined in this SOO. Additionally, with numerous contractors supporting directorates throughout the MDA, the offeror must be able to

closely coordinate and integrate with those activities. The integrating function of this contract effort will assist the EMC to plan, guide, and monitor all executive management and support activities.

Finally, the work covered in this SOO is focused on the day-to-day sustaining operations of the EMC. Additional contract activity outside of this effort may be awarded from time to time for non-sustaining projects, such as specialty research, special projects, and special consulting services, as required. This will lead to defining and documenting high-level acquisition management strategies and guidelines, establishing and maintaining the BMDS program management activities, monitoring progress and reporting program health, and tracking management issues from initiation through resolution by appropriate officials.

II. DUTIES AND RESPONSIBILITIES

1.0 EXECUTIVE SUPPORT OBJECTIVES:

1.1 Lead Contract Support Operations: The contractor shall define and integrate the operations of the contractor support staff by implementing an integrated program management process.

1.2 Special Studies: The contractor, if required, shall provide an independent assessment capability to support the Director, MDA. The independent assessment capability is delivered in three approaches. First approach is the Graybeard entity; secondly, independent assessment teams; and lastly, ad hoc Studies. Strategically and programmatically the Graybeard entity will address a broad range of overarching organizational issues. The independent assessment teams, when required, will address the technical, functional and administrative challenges. The Ad Hoc entity will focus on futuristic, non-conventional opportunities that potentially could be adopted or in some situations, quickly addresses issues that may be of a crisis nature or near crisis proportion.

2.0 CONTRACTOR SUPPORT TO THE MDA EXECUTIVE MANAGEMENT COUNCIL (EMC/DS))

2.1 Purpose: This effort will provide management, technical, and administrative support to the MDA Executive Management Council (D, DD, DX, DS).

2.2 The program objectives are:

- a. Support all activities not inherently governmental.
- b. Provide executive support services. Draft, review, and edit executive correspondence. Maintain the *MDA Correspondence Guide*. Execute full-cycle tracking of EMC taskings. Support EMC participation in the MDA portal. Track and control MDA policies. Plan, coordinate and execute military, civilian and contractor calls, MDA All Hands and executive services meetings. Support MDA special emphasis programs as required. Draft correspondence.

c. Provide strategic planning support (Director's Action Group). Develop strategy options to execute the Director's guidance. Advise senior leaders on strategic plans, contract management, and acquisition strategies. Prepare EMC members for participation in decision-making forums. Facilitate issue resolution through the integration and coordination of effort across the Agency. Administer the MDA Integration Board. Support MDA/PI administration of other decision-making forums. Support MDA off-site strategy meetings. Facilitate EMC oversight of organizational goals execution. Assist in preparation of EMC briefings and other presentations - information papers, speeches, remarks, congressional testimony, talking points, articles, and op-eds. Provide reviews, analyses, and options for response to events, issues, and emerging concerns.

d. Provide Emergency Preparedness support. Maintain administrative and logistical cognizance over the Staff Duty Officer program, administered by the Chief of Staff. Coordinate, update, test and maintain the MDA Emergency Contact Phone Tree. Provide administrative support to the Emergency Action Center (EAC). Maintain administrative and logistical cognizance over the Block Captain program. Maintain administrative oversight of the MDA Emergency Escape Mask program, ensuring Agency-wide compliance with Department of Defense requirements.

3.0 CONTRACTOR SUPPORT TO THE SYSTEM EXECUTIVE OFFICER, BALLISTIC MISSILE DEFENSE (SEO BMD)

3.1 Purpose. This effort will provide management, technical, and administrative support to the SEO BMD.

3.2 The program objectives are:

a. Support all activities not inherently governmental.

b. Block Management. In support of the government Block managers, the contractor will conduct research, analysis, and prepare documentation to support cost, schedule, and performance management of the BMDS Block Development process.

c. Program and Organizational Review Support. The contractor will provide support to the program and organizational reviews to include: collecting, formatting and documenting all SEO generated data.

d. Flight Test Support for Element Tests. The contractor will support activities for flight test viewing of all senior MDA staff.

e. Program Support Officers (PSO). Support the Program Support Officer and the PSO team's role as the principal conduit for information and communication between the elements and the MDA functional staff.

f. Working Group Support. The contractor will assist the SEO in interfacing with a variety of internal MDA activities such as the Operation Concept Team (OCT), the MDA Integrated Logistics Support Team (ILST) as the DB representative, and the IDO Task Force (TF).

g. Lessons Learned System Management: The contractor will establish and operate a MDA BMD Community Lessons Learned System (LLS).

h. Executive Actions: The contractor will track all incoming and outgoing (internal and external) actions assigned to or by MDA/DB. In addition, the contractor will coordinate with other MDA Directorates the timely and accurate response to all actions and will maintain a historical file of all incoming/outgoing actions.

i. SEO BMD Front Office Support: The contractor will provide personnel, processes, and tools necessary to conduct quick reaction studies and technical analyses of subjects and issues having a major impact on the development, deployment and operation of the ballistic missile defense system to include strategic, specialized and functional support to the SEO BMD.

4.0 CONTRACTOR SUPPORT TO THE MDA TECHNICAL DIRECTOR

4.1 Purpose: This effort will provide management, technical, and administrative support to the MDA Technical Director (DT).

4.2 The program objectives are:

- a. Support all activities not inherently governmental.
- b. Track issues and provide recommended changes related to performance, requirements, system engineering, integration, test and assessment, force structure integration, advanced technology, and performance trades of the BMDS.
- c. Draft executive communications, including briefing development and formulation and quick reaction support to urgent staff actions or requirements.
- d. Support studies and analyses. Review briefings, plans, objectives, and goals. Propose options and associated Plan of Actions and Milestones (POA&M). Facilitate issue and process resolution.
- e. Assist the DT in safety and mission assurance.
- f. Assist the DT in performing independent reviews and assessments.

5.0 CONTRACT DATA REQUIREMENTS LIST (CDRL)

- 5.1 Funds and Labor Hour Expenditure Report (FLHER)
- 5.2 Monthly Technical Report
- 5.3 Monthly Status Report

MAY-25-2005

**STATEMENT OF WORK (SOW)
FOR
ANALYSIS SUPPORT TO THE
JOINT THEATER AIR AND MISSILE DEFENSE
ORGANIZATION (JTAMDO)**

**JOINT THEATER AIR AND MISSILE DEFENSE
ORGANIZATION (JTAMDO)
Suite 511, Crystal Mall 3
1931 Jefferson Davis Highway
Arlington, Virginia 22202**

19 May 2005

1.0 DESCRIPTION OF SERVICES

1.1 BACKGROUND

JTAMDO provides planning, coordination, and oversight of Joint Air and Missile Defense (AMD) requirements, joint operational concepts, operational architectures, and development of the Joint Integrated Air and Missile Defense (JIAMD) roadmap. In this role, JTAMDO is responsible for evaluating systems and emerging technologies through analyses, simulations, and demonstrations in order to determine capability deficiencies and to define and refine desired characteristics and capabilities, concepts, architectures, weapon system performance improvements and to determine the optimum mix of surveillance, fire control systems, and C2BMC systems to counter aircraft, cruise missile, and ballistic missile threats. JTAMDO also serves as the operational community's proponent for characteristics, requirements, and capabilities in air and missile defense and leads AMD mission area and utility analysis, conducting evaluations and demonstrations of joint air defense architectures and concepts.

JTAMDO requires contractor assistance to meet the analytic integration requirements across planning, operations, concepts, architectures, characteristics, capabilities, and exercise activities associated with providing joint air and missile defense. This Statement of Work (SOW) describes a broad range of technical analysis support to JTAMDO for the planning, assessment, and integration of joint air and missile defense mission capabilities. The contractor will provide and deliver the desired end product, AMD technical modeling and analysis support, to JTAMDO. This analysis support may also include liaison and cooperation with the Services and other agencies (such as the Joint Staff, USSTRATCOM, USNORTHCOM, MDA, and NORAD) involved in AMD analysis efforts. Work may be performed at various locations; however, all analysis support deliverables will be provided to the JTAMDO at Suite 511, Crystal Mall 3, 1931 Jefferson Davis Highway, Arlington, VA. The contractor shall perform the tasks as directed by JTAMDO and provide the deliverables associated with those tasks as defined in this SOW. JTAMDO will provide the necessary Government Furnished Information (GFI), including classified data, information, and other materials required to support the applicable AMD analyses.

1.2 OBJECTIVES

In planning, coordination, and oversight of joint theater air and missile defense, JTAMDO must assess current architecture performance, identify performance shortfalls, understand key performance drivers, and formulate architecture investment paths to improved performance. Architecture planning and decision making needs supporting analyses across a wide range of complex architectural issues. KTR will utilize its domain knowledge, analytic capabilities, and modeling & simulation background to study and evaluate AMD architecture performance issues and will endeavor to deliver analysis support that satisfies both JTAMDO study needs and direction.

1.3 BMD ANALYSIS SUPPORT TASKS

At the direction of JTAMDO, KTR will provide analytic and modeling and simulation support to the following task areas: Land and sea-based terminal BMD capability assessment, benchmarking of selected JTAMDO scenarios with existing ~~tools~~ tools (WILMA, AVATAR and MTT) and, if required, using other GFI Software M&S Tools (such as EADSIM or CAPS), and development of desired capabilities documentation.

The Purpose of the proposed assessment is to analyze Theater ballistic missile architecture performance in the 2010-12 timeframe for three distinct theaters. The focus of the analysis will be to determine the number of threat kills and the number of leakers going to critical assets. The results will be displayed graphically in the form of bar charts.

The type, location and number of the US assets in the architecture (herein referred to as "blue" laydown) will be provided ~~to KTR~~. JTAMDO is also to provide the time phased threat, including threat types, launch points and aim points along with the list of critical assets to defend. KTR will perform parametric analysis on advanced threats in order to determine system and architecture break points.

The analysis being performed will also consider the contribution of specific sensors to determine the effect of these sensors being taken out of the blue laydown by enemy actions and the effect of constrained and unconstrained interceptor inventory.

1.4 PROGRAM MANAGEMENT

For the duration of this SOW, the contractor shall perform the necessary program and technical management functions to ensure that the government maintains visibility of the analysis progress, each technical solution satisfies the functional requirement, and the analysis is delivered in a timely and responsive fashion. These activities include In-Progress Weekly Reviews (IPWRs) and Technical Interchange Meetings (TIMs) that shall be supported by the government, as required. The contractor shall provide written progress and cost reports to the Contract Manager. The contractor shall also support all technical work with other contractors assigned to these tasks.

1.5 GOVERNMENT FURNISHED INFORMATION

In order to produce timely and insightful analyses, the contractor (KTR) must rely on JTAMDO for both study direction and access to government furnished information (GFI). Hence, KTR assumes JTAMDO will provide access to classified data and other government furnished information as necessary to complete the proposed tasks on time. MDA has already granted access to ECC/A which will be used as reference for analysis input parameters.

1.6 POINTS OF CONTACT (POCs)

Technical:
Contracts:

1.7 SCHEDULE

The period of performance for this analysis support is approximately six weeks, beginning 23 May 2005 and ending 30 JUNE 2005

1.8 STAFFING AND COST

personnel staffing to support this SOW will involve a mix of senior, mid, and junior level scientists, engineers, and analysts. The staffing mix and cost associated with these tasks will depend on JTAMDO task requirements, including activity schedule, suggested level of effort, study direction, specific analysis deliverables, and task priority.

This is a short term, quick turn-around effort that is limited to six (6) weeks of combined effort of four (4) engineers, scientists and a program manager. A detailed schedule and manpower loading chart is TBD.

There will be travel involved for two persons for one trip lasting 2 days, originating from Orlando FL.

ROM estimate of LOE is 23 man-weeks at

**GOVERNMENT FURNISHED INFORMATION/GOVERNMENT FURNISHED EQUIPMENT AND
OTHER DIRECT COST LIMITATIONS**

GOVERNMENT FURNISHED INFORMATION

1. Access to PPBS Information:
2. Access to information of other contractors:

GOVERNMENT FURNISHED EQUIPMENT

1. Number of On Site Work Stations (including Computers): TBD (all On-Site workstations will be provided by the Government.)
2. GFE:

OTHER DIRECT COSTS

1. Non-Local Travel

<u>Anticipated Destination</u>	<u>Anticipated Frequency</u>
--------------------------------	------------------------------

2. Other Costs: as authorized by the COR

PROPRIETARY INFORMATION AGREEMENT

This Agreement is entered into by and between _____, a corporation having an office and place of business in _____ (hereinafter referred to as "Party A"); and CACI Dynamic Systems, Inc., a Virginia corporation having an office at 2100 Washington Boulevard, Suite 3000, Arlington, Virginia, 22204 (hereafter referred to as "CDSI").

RECITAL

WHEREAS, pursuant to contract HQ0006-01-A-0021 between the Missile Defense Agency (MDA) and CDSI, MDA desires to disclose certain of Party A's Proprietary Information to CDSI during performance of various tasks such as evaluation support and analysis of certain contracts, contractual data, contract deliverables, and cost/technical proposals submitted in response to solicitations issued by the MDA Contracts Directorate;

AND WHEREAS, Party A is willing to disclose to CDSI either directly, or indirectly through the MDA, certain Proprietary Information on the condition that CDSI will protect the information from unauthorized disclosure or use;

AND WHEREAS, the parties to this agreement desire to set forth their respective rights and obligations for safeguarding against unauthorized disclosure of Party A's Proprietary Information.

AGREEMENTS

NOW THEREFORE, pursuant to the provisions of the Federal Acquisition Regulation (FAR) at FAR 9.505-4, Party A and CDSI hereby agree as follows:

a. For the purpose of this Agreement, "Proprietary Information" shall be consistent with FAR 9.505-4. "Proprietary Information" includes all confidential or privileged technical, business, or financial information disclosed to CDSI directly or indirectly, in whatever form, and appropriately marked and identified as proprietary at the time of disclosure to CDSI or to the MDA. All documents and other tangible Proprietary Information shall be identified in accordance with FAR 52.215-1 or the Defense FAR Supplement (DFARS) 252.227-7013. No document nor sheet nor page of any written material contained therein will be so labeled which is not, in good faith, believed to contain Proprietary Information. All other disclosures identified as proprietary at the time of disclosure shall be reduced to a written listing or summary that is marked with an appropriate legend and delivered to CDSI within thirty (30) days after such disclosure.

b. Notwithstanding any other provisions of this Agreement, all information

contained in Party A's cost proposals shall be considered to be proprietary and to be protected under this Agreement.

c. CDSI shall use Proprietary Information solely for the purpose of performing the review and evaluation work, which CDSI is required to perform to develop work products for use by MDA in accordance with the terms of CDSI's contract with the MDA. CDSI will make such Proprietary Information available only to those of its employees who have a valid "need-to-know". Furthermore, CDSI shall maintain physical controls and records of all Proprietary Information from access by unauthorized person(s) who do not have a "need-to-know". CDSI agrees that those of its employees granted access to Proprietary Data shall not participate in any way in any CDSI proposals, new business activities, or other activity where access to Proprietary Data could knowingly create a competitive advantage for CDSI. CDSI shall keep in confidence and not disclose Proprietary Information to any third party without the written prior authorization from Party A, except that such Proprietary Information may be disclosed to the MDA if appropriately marked.

d. Proprietary Information furnished to CDSI shall remain the property of Party A. The disclosure of Proprietary Information hereunder shall not be construed as granting any right or license to CDSI under any inventions, patents, know-how, trade secrets, copyrights or the like now or hereafter owned or controlled by Party A.

e. The restrictions on use and disclosure of Proprietary Data by CDSI shall not apply to Proprietary Information that:

- (1) is or later falls within the public domain; or
- (2) was developed by CDSI independently and without use of the Proprietary Information disclosed to CDSI under this Agreement; or
- (3) is released without restriction by Party A to anyone, including the U.S. Government; or
- (4) is rightly obtained without restriction by CDSI from a third party.

f. Should CDSI face legal action or a requirement under U.S. Government regulations to disclose Proprietary Information received hereunder to any party other than the U.S. Government, CDSI shall promptly notify Party A and, upon the receipt of a timely written request, shall cooperate with Party A in contesting such disclosure. Neither Party to this Agreement shall be liable for damages to the other party for any disclosure of Proprietary Information pursuant to judicial action or Government regulations, except when such damages result from failure to discharge responsibilities as set forth in this agreement.

g. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Unless earlier terminated, this Agreement shall terminate upon completion of CDSI's work with the Government under its MDA contract. CDSI's obligation to protect Proprietary Information identified hereunder shall continue for a period of five (5) years from the termination date of this Agreement. Furthermore, upon termination of this Agreement,

CDSI shall return to the Government, or at the Government's written direction, shall destroy all Proprietary Information, including copies thereof, furnished to CDSI under this Agreement. Upon receipt of a timely written request, CDSI shall send a copy of the destruction certificate to Party A.

h. This Agreement contains the entire understanding between the Parties with respect to safeguarding of said Proprietary Information and supersedes all prior communications and understanding with respect thereto. The effective date of this Agreement shall be the date of the last signature hereto.

By _____

By _____

Date _____

Date _____

ATTACHMENT 6 - LABOR AND QUALIFICATIONS MATRIX
DB - EXECUTIVE MANAGEMENT COUNCIL - HQ0006-04-C-0013

MDA Requirements																			
Labor Category	MYEs by Location		Degree	DESIRED QUALIFICATIONS		Active Security Clearance													
	On	Off		Yrs. Gen. Experience	Yrs. Spec. Experience														
	2		MA/MS	17	10														
Level 1*																			
Level 2*	5		MA/MS	15	8														
Sr. A*	8		MA/MS	10	5														
Sr. A	12		MA/MS	10	5														
A*	1		BA/BS	8	3														
A	8		BA/BS	8	3														
Project Support A	2		HS	6	4														
TOTAL STAFFING	38																		

* KEY PERSONNEL - Resumes are required.

ATTACHMENT 6 - LABOR & QUALIFICATIONS MATRIX
DB - EXECUTIVE MANAGEMENT COUNCIL - HQ0006-04-C-0013

Labor Category	Program	Degree	Educational Disciplines	Relevant Experience
* Level 1	Front Office Support Team	MA/MS	Engineering; project management; public and/or defense policy; business management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
* Sr A	Front Office Support Team	MA/MS	Engineering; project management; public and/or defense policy; business management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
Sr A	Front Office Support Team	MA/MS	Engineering; project management; public and/or defense policy; business management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
* Sr A	Aegis BMD	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
Sr A	Aegis BMD	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
A	Airborne Laser	BA/BS	Business administration; management; financial analysis; technical writing	Developing business processes; technical writing and editing; office management; business administration; military administrative, staff experience
A	Airborne Laser	BA/BS	Business administration; management; financial analysis; technical writing	Developing business processes; technical writing and editing; office management; business administration; military administrative, staff experience
* Level 2	Block 04	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
Sr A	Block 04	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
* Level 2	Block 06	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
Sr A	Block 06	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
* Level 2	Block 08	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
Sr A	Block 08	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
* Level 1	Block Management	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
* Level 2	Block Support	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
Sr A	Block Support	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
Sr A	Block Support	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;

ATTACHMENT 6 - LABOR & QUALIFICATIONS MATRIX
DB - EXECUTIVE MANAGEMENT COUNCIL - HQ0006-04-C-0013

Labor Category	Program	Degree	Educational Disciplines	Relevant Experience
Sr A	Block Support	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
Sr A	Block Support	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
Sr A	Block Support	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
Sr A	Block Support	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
* Sr A	Deployment Support	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
* A	Executive Action Team	BA/BS	Business administration; management; financial analysis; technical writing	Developing business processes; technical writing and editing; office management; business administration; military administrative, staff experience
A	Executive Action Team	BA/BS	Business administration; management; financial analysis; technical writing	Developing business processes; technical writing and editing; office management; business administration; military administrative, staff experience
A	Executive Action Team	BA/BS	Business administration; management; financial analysis; technical writing	Developing business processes; technical writing and editing; office management; business administration; military administrative, staff experience
A	Executive Action Team	BA/BS	Business administration; management; financial analysis; technical writing	Developing business processes; technical writing and editing; office management; business administration; military administrative, staff experience
* Sr A	Ground Based Midcourse	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
Sr A	Ground Based Midcourse	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
* Sr A	Kinetic Intercept	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
A	Lessons Learned Team	BA/BS	Business administration; management; financial analysis; technical writing	Developing business processes; technical writing and editing; office management; business administration; military administrative, staff experience
* Level 2	Lessons Learned Team	MA/MS	Business administration; management; financial analysis; technical writing	Developing business processes; technical writing and editing; office management; business administration; military administrative, staff experience
* Sr A	MEADS	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
* Sr A	PAC 3	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;

ATTACHMENT 6 - LABOR & QUALIFICATIONS MATRIX
DB - EXECUTIVE MANAGEMENT COUNCIL - HQ0006-04-C-0013

Labor Category	Program	Degree	Educational Disciplines	Relevant Experience
A	PSO Support	BA/BS	Business administration; management; financial analysis; technical writing	Developing business processes; technical writing and editing; office management; business administration; military administrative, staff experience
A	PSO Support	BA/BS	Business administration; management; financial analysis; technical writing	Developing business processes; technical writing and editing; office management; business administration; military administrative, staff experience
* Sr A	STSS	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures;
Project Support A		HS	General	Administrative support in office management, deliverable preparation, scheduling, meeting coordination and office software packages.
Project Support A		HS	General	Administrative support in office management, deliverable preparation, scheduling, meeting coordination and office software packages.

* = Key Positions

Level 1 = Senior Executive Consultant

Level 2 = Executive Consultant

Below is a description of the type of management activities for Level 1 and Level 2 Managers.

Level 1 (Senior Executive Consultant) -- Coach or mentor to other team members on complex business or strategic issues. Must possess strong facilitation and cross-functional skills at the senior management level (management, training, and process reengineering or business improvement). Able to guide the team to envision and achieve the desired results. Able to anticipate change and develop effective, creative solutions or responses and guide the client while managing their expectations. Ability to provide guidance and direction to staff performing the assigned tasks. Skilled in areas such as, but not limited to, strategic and business planning, change management, organizational development, and performance measuring. Responsible for facilitating project teams in the accomplishment of project activities and objectives and effectively transitioning existing project teams.

Level 2 (Executive Consultant) -- Coach or mentor to other team members and be recognized as an authority on one or more business improvement subject areas such as, but not limited to, change management, strategic and business planning, development of leadership/management skills, organizational design, information management, performance measurement, customer analysis, process modeling and analysis and business process reengineering strategies. Must demonstrate strong process improvement strategies for difficult projects. Ability to help shape senior management agendas, create and maintain executive level momentum for change and be able to develop and deliver powerful presentations. Demonstrated ability and experience in cross-team facilitation at the senior management level.

ATTACHMENT 6 - LABOR AND QUALIFICATIONS MATRIX
DS - EXECUTIVE MANAGEMENT COUNCIL - HQ0006-04-C-0013

MDA Requirements						Offer												
Labor Category	MYEs by Location		Degree	DESIRED QUALIFICATIONS		Active Security Clearance ¹	QUALIFICATIONS											
	On	Off		Yrs. Gen. Experience	Yrs. Spec. Experience													
Level 1*	1		MA/MS	17	10													
Sr E/S	4		MA/MS	10	5													
Sr. A*	2		MA/MS	10	5													
Sr. A	2		MA/MS	10	5													
Sr. A*	1		BA/BS	8	3													
A	2		BA/BS	8	3													
A	1		BA/BS	8	3													
TOTAL STAFFING	13																	

* KEY PERSONNEL - Resumes are required.

Labor Category	Program	Degree	Educational Disciplines	Relevant Experience
Level 1*	Chief, DAG	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
Sr E/S	DAG	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
Sr E/S	DAG	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
Sr E/S	DAG	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
Sr E/S	DAG	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
Sr A*	Spec Projects	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Developing business processes; technical writing and editing; office management; business administration; military administrative, staff experience
Sr A*	Spec Projects	MA/MS	Business administration; management; financial analysis; technical writing; project management; research	Developing business processes; technical writing and editing; office management; business administration; government processes
Sr A	DAG	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
Sr A	DAG	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
Sr A*	Emergency Preparedness	BA/BS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
A	DAG	BA/BS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
A	Exec Svcs	BA/BS	Business administration; management; financial analysis; technical writing	Developing business processes; technical writing and editing; office management; business administration; military administrative, staff experience
A	Exec Svcs	BA/BS	Business administration; management; financial analysis; technical writing	Developing business processes; technical writing and editing; office management; business administration; military administrative, staff experience

Level 1 = Senior Executive Consultant

* = Key Billet

Below is a description of the type of management activities for Level 1 and Level 2 Managers.

Level 1 (Senior Executive Consultant) – Coach or mentor to other team members on complex business or strategic issues. Must possess strong facilitation and cross-functional skills at the senior management level (management, training, and process reengineering or business improvement). Able to guide the team to envision and achieve the desired results. Able to anticipate change and develop effective, creative solutions or responses and guide the client while managing their expectations. Ability to provide guidance and direction to staff performing the assigned tasks. Skilled in areas such as, but not limited to, strategic and business planning, change management, organizational development, and performance measuring. Responsible for facilitating project teams in the accomplishment of project activities and objectives and effectively transitioning existing project teams.

Level 2 (Executive Consultant) – Coach or mentor to other team members and be recognized as an authority on one or more business improvement subject areas such as, but not limited to, change management, strategic and business planning, development of leadership/management skills, organizational design, information management, performance measurement, customer analysis, process modeling and analysis and business process reengineering strategies. Must demonstrate strong process improvement strategies for difficult projects. Ability to help shape senior management agendas, create and maintain executive level momentum for change and be able to develop and deliver powerful presentations. Demonstrated ability and experience in cross-team facilitation at the senior management level.

ATTACHMENT 6 - LABOR AND QUALIFICATIONS MATRIX
DT - EXECUTIVE MANAGEMENT COUNCIL - HQ0006-04-C-0013

MDA Requirements						Offer													
Labor Category	MYEs by Location		Degree	DESIRED QUALIFICATIONS		Active Security Clearance ¹	QUALIFICATIONS												
	Yrs. Gen. Experience	Yrs. Spec Experience																	
	On	Off																	
Level 1*	1		MA/MS	15	8														
Level 2*	1		MA/MS	15	8														
Sr. A*	6		MA/MS	10	5														
Sr. A*	1		BA/BS	10	5														
A*	2		BA/BS	8	3														
Project Support *	1		HS	5	5														
TOTAL STAFFING	12																		

* KEY PERSONNEL - Resumes are required.

Labor Category	Program	Degree	Educational Disciplines	Relevant Experience
Sr A/Level 1*	Executive Action Team	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
Sr A/Level 2*	Executive Action Team	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
*Sr A		MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
*Sr A	Spectrum Management	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
*Sr A		MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
*Sr A		MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
*Sr A	Modeling and Simulations and Software Development	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
*Sr A	Test and Evaluation	MA/MS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
*Sr A		BA/BS	Engineering; physical science; mathematics; military science; public policy; project management; financial analysis; technical writing	Military operational/administrative/logistical; military staff functions; military doctrine; tactics, techniques, procedures
*A	Independent Assessment Support	BA/BS	Business administration; management; financial analysis; technical writing	Developing business processes; technical writing and editing; office management; business administration; military administrative, staff experience
*A	Records Management experience	BA/BS	Business administration; management; financial analysis; technical writing	Developing business processes; technical writing and editing; office management; business administration; military administrative, staff experience
Project Support*		HS	General	Administrative support in office management, deliverable preparation, scheduling, meeting coordination and office software packages

* = Key Billet

Level 1 = Senior Executive Consultant; team leader

Level 2 = Executive Consultant/back-up team leader

Below is a description of the type of management activities for Level 1 and Level 2 Managers.

Level 1 (Senior Executive Consultant) -- Coach or mentor to other team members on complex business or strategic issues. Must possess strong facilitation and cross-functional skills at the senior management level (management, training, and process reengineering or business improvement). Able to guide the team to envision and achieve the desired results. Able to anticipate change and develop effective, creative solutions or responses and guide the client while managing their expectations. Ability to provide guidance and direction to staff performing the assigned tasks. Skilled in areas such as, but not limited to, strategic and business planning, change management, organizational development, and performance measuring. Responsible for facilitating project teams in the accomplishment of project activities and objectives and effectively transitioning existing project teams.

Level 2 (Executive Consultant) -- Coach or mentor to other team members and be recognized as an authority on one or more business improvement subject areas such as, but not limited to, change management, strategic and business planning, development of leadership/management skills, organizational design, information management, performance measurement, customer analysis, process modeling and analysis and business process reengineering strategies. Must demonstrate strong process improvement strategies for difficult projects. Ability to help shape senior management agendas, create and maintain executive level momentum for change and be able to develop and deliver powerful presentations. Demonstrated ability and experience in cross-team facilitation at the senior management level.

**PLANNING, PROGRAMMING, BUDGETING, AND EXECUTION SYSTEM (PPBES)
NON-DISCLOSURE AGREEMENT**

MDA-related PPBS data: Current or future Planning, Programming, Budgeting and Execution System (PPBES) data regarding any activity relating to the MDA 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** reflects 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 MDA Program or any of its related projects.

CERTIFICATION

The undersigned understands, acknowledges, and agrees:

- a. To read and comply with the applicable provision of the "Contractor Access to Planning, Programming, Budgeting and Execution System (PPBES) Data" clause of the contract indicated below.
- b. That any MDA-related PPBES information entrusted to you ONLY shall be used in accordance with applicable DoD and MDA governing regulations, for the purpose for which it is provided, and within the contract Statement of Work/task order(s) under which you are employed.
- c. Not to divulge MDA-related PPBES data (obtained directly or indirectly in the performance of the contract indicated below unless directed by the Contracting Officer) to any individual, except Government personnel whom you know to have a need-to-know and non-Government persons whom you know to have MDA authorization. Even though data becomes part of the public domain, you are bound by the provisions of this agreement not to confirm or deny questions regarding MDA-related PPBES data. Inquiries by unauthorized persons should be referred to the contracting Officer's Representative or the Contracting Officer. *(Verification of companies authorized to maintain MDA-related PPBES data and individuals who have signed agreements can be obtained from the *MDA Contracting Officer or the Deputy for Program Integration, MDA.)*
- d. Not to transport (by any medium), process, or maintain MDA-related PPBES material outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's plan approved by the MDA. *(A plan is not required for personnel who have a fully executed agreement to transport, process or maintain such data at a Government or an MDA-approved Contractor facility.)*
- e. Not to accept any portion of any document which is described on the reverse side of this agreement, unless the portion of the document contains ONLY MDA-related PPBES data.
- f. To notify the *MDA Contracting Officer or Deputy for Program Integration, MDA promptly if any non-Government person(s) or company(s) requests access to MDA-related PPBES data.

* Contracts awarded or managed by MDA.

Violation of this agreement may result in adverse contractual actions and/or criminal prosecution.

1. Individual Requiring Access to PPBES Data (Signature)	2. Date Signed
3. Individual Requiring Access - Name (Last, First, MI)	4. Employer Name
5. Prime Contractor Name	6. Prime Contract Number(s)
7. Contract Period of Performance - Dates (To - From)	8. Primary Task Order, if Applicable
9. Briefly Describe the Activities that Require Your Access to MDA-related PPBES Data	

AUTHORIZATION

10. COR/Government Employee Sponsor	11. Deputy for Program Integration, MDA	
a. Signature	a. PPBES Access <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
b. Date Signed	b. Signature	c. Date Signed
c. Last Name	c. Last Name	

Non-government personnel may be given access to MDA-related PPBES data derived or extracted from the following documents; however, *the documents in their entirety may not be released to any non-government personnel, unless the document contains ONLY MDA-related PPBES data and the individual has received approval from the MDA.*

PLANNING

- Defense Planning Guidance

PROGRAMMING

- Fiscal Guidance (*when separate from Defense Planning Guidance*)
- Program Objectives Memorandum (POM)
- POM Defense Program (*formerly FYDP*) documents, all Appropriations
- Program Review Proposals
- Issue Papers (*e.g.*, Major Issue Papers, Tier II Issue Papers, Cover Briefs)
- Proposed Military Department Program Reductions (or Program Offsets)
- Tentative Issue Decision Memoranda
- Program Decision Memoranda (PDM)

BUDGETING

- Defense Program (*formerly FYDP*) documents for budget estimate submission
- Program and Budget Reviews
- President's Budget
- RDT&E (R-1), Procurement (P-1), and Construction (C-1) Program Annexes
- Program Budget Decisions (PBD)/Defense Management Review Decision
- Reports Generated by any of the automated systems from the Offices of the Undersecretary of Defense
- DD Form 1414 Base for Reprogramming
- DD Form 1416 Report of Programs
- Contract Award Reports
- Congressional Data Sheets
- Congressional Descriptive Summary

Source: DoD Directive 7045.14

Exhibit A
HQ0006-04-C-0013

CONTRACT DATA REQUIREMENTS LIST

March 1, 2004

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/AS 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

<u>Entry</u>	<u>Complete Mailing Address</u>
--------------	---------------------------------

MDA/DS
MDA/CTS, or
MDA/RMC/DM

Missile Defense Agency/
ATTN: FOB2/ANNEX
7100 Defense Pentagon
Washington, DC 20301-7100


DTIC Defense Technical Information Center
ATTN: DTIC-O
8725 John J. Kingman Road, Suite 0944
Fort Belvoir, VA 22060-6218

MDA BIRC BMD Information Resource Center
ATTN: FOB2/ANNEX
7100 Defense Pentagon
Washington, DC 20301-7100

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.		B. EXHIBIT A		C. CATEGORY TDP TM OTHER <input checked="" type="checkbox"/>			
D. SYSTEM/ITEM Front Office Executive Services		E. CONTRACT/PR. NO HQ0006-04-C-0013		F. CONTRACTOR			
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Funds & Labor Hour Expenditure Report			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81537, Mar. 1997		5. CONTRACT REFERENCE SOO Paragraph 5.0		6. REQUIRING OFFICE MDA/DS			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION See Block 16	14. DISTRIBUTION			
8. APP CODE N/A	N/A	11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 20 DARP				
16. REMARKS 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. Block 14: Distribution to MDA/CT and MDA/DS shall be via electronic means as directed by the PCO.				a. ADDRESSEE	Draft	Reg	Final Repro
				MDA/CT	0	1	
				MDA/DS	0	1	
				15. TOTAL			
G. PREPARED BY Chris Warnke, MDA/DS		H. DATE March 1, 2004		I. APPROVED BY		J. DATE	

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 E.									
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER X					
D. SYSTEM/ITEM Front Office Executive Services		E. CONTRACT/PR. NO. HQ0006-04-C-0013		F. CONTRACTOR					
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Technical Report			3. SUBTITLE Technical Status Report					
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80508/T, Jan. 1988		5. CONTRACT REFERENCE SOO Paragraph 5.0			6. REQUIRING OFFICE MDA/DS				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY See Block 16	12. DATE OF FIRST SUBMISSION N/A		14. DISTRIBUTION				
8. APP CODE A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION See Block 16		b. COPIES				
16. REMARKS Block 4: The Data Item Description DI-MISC-80508 is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation. Blocks 10 and 13: Submission frequencies and dates will be dictated by the tasks. Blocks 14 and 15: A delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DS word processing, spreadsheet, and database applications. Week ahead reports for Chief of Staff and support staff, depicting all pertinent Front Office and Agency events and meetings that Chief of Staff should be made aware of or is involved in.				a. ADDRESSEE		Draft	Reg	Final Repro	
				MDA/DS				1	
				MDA/CT				LT	
				15. TOTAL ➔					
G. PREPARED BY Chris Warnke, MDA/DS		H. DATE March 1, 2004		I. APPROVED BY		J. DATE			

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.		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <input checked="" type="checkbox"/> X				
D. SYSTEM/ITEM Front Office Executive Services		E. CONTRACT/PR. NO HQ0006-04-C-0013		F. CONTRACTOR				
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Status Report			3. SUBTITLE Monthly Status Reports				
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80368/T, Jun. 1987		5. CONTRACT REFERENCE SOO Paragraph 5.0		6. REQUIRING OFFICE MDA/DS				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED C	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION b. COPIES Final Draft Reg Repro			
8. APP CODE N/A		11. AS OF DATE 0	13. DATE OF SUBSEQUENT SUBMISSION 20 DARP					
16. REMARKS Block 4: The Data Item Description DI-MISC-80508 is tailored as follows: DID Block 6a: Distribution to the DTIC is not applicable; DID Section 10.1: Contractor data format is acceptable, providing that due consideration is given to previously used formats of same or similar reporting for consistency of information presentation. The deliverable shall include one paragraph or one set of bulletized text noting schedule and technical status for each of the tasks agreed to between the contractor and Government COR. 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. Block 14: Delivery shall be by electronic media unless otherwise directed by the Contracting Officer's Representative. Electronic form shall be compatible with existing MDA/DS word processing, spreadsheet, and database applications.				MDA/DS				
				MDA/CT				
				15. TOTAL ➔				2
G. PREPARED BY Chris Warnke, MDA/DS		H. DATE March 1, 2004		I. APPROVED BY		J. DATE		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE U		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. PZ0001		3. EFFECTIVE DATE 04-Jun-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-0013			
				X 10B. DATED (SEE ITEM 13) 01-Apr-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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) Special Contract Requirement H-13, Letter Contract Definitization							
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.) This modification definitizes Letter Contract HQ0006-04-C-0013, contract line items (CLINs) 0001, 0002 and 0003 at a total cost plus fixed fee of \$17,135,911. Contract Section B "Supplies or Services and Prices" and Section B-2 are revised, and Special Contract Requirement H-13 "Letter Contract Definitization" and FAR 52.216-24 "Limitation of Government Liability (APR 1984)" are deleted as a result of definitization. All other terms and conditions of the contract remain unchanged. (See continuation pages.)							
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  (Signature of Contracting Officer)		16C. DATE SIGNED 27-Aug-2004	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		U	1	3
2. AMENDMENT/MODIFICATION NO. PZ0001		3. EFFECTIVE DATE 04-Jun-2004		4. REQUISITION/PURCHASE REQ. NO.
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		5. PROJECT NO.(If applicable) S2404A		
		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0013		
		X 10B. DATED (SEE ITEM 13) 01-Apr-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).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Special Contract Requirement H-13, Letter Contract Definitization				
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.) This modification definitizes Letter Contract HQ0006-04-C-0013, contract line items (CLINs) 0001, 0002 and 0003 at a total cost plus fixed fee of \$17,135,911. Contract Section B "Supplies or Services and Prices" and Section B-2 are revised, and Special Contract Requirement H-13 "Letter Contract Definitization" and FAR 52.216-24 "Limitation of Government Liability (APR 1984)" are deleted as a result of definitization. All other terms and conditions of the contract remain unchanged. (See continuation pages.)				
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) BARBARA L. DOMIGAN, CONTRACTS MGR		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marc Lesser		
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)		15C. DATE SIGNED 8/12/04		16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)
				16C. DATE SIGNED 8/27/04

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 \$17,135,911.00 from \$0.00 to \$17,135,911.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

A definitized action has occurred in this modification

The estimated/max cost has increased by \$9,095,048.00 from \$0.00 to \$9,095,048.00.

The fixed fee \$1,064,974.00 has been added.

The total cost of this line item has increased by \$10,160,022.00 from UNDEFINED to \$10,160,022.00.

CLIN 0002

A definitized action has occurred in this modification

The estimated/max cost has increased by \$3,527,640.00 from \$0.00 to \$3,527,640.00.

The fixed fee \$409,483.00 has been added.

The total cost of this line item has increased by \$3,937,123.00 from UNDEFINED to \$3,937,123.00.

CLIN 0003

A definitized action has occurred in this modification

The estimated/max cost has increased by \$2,738,486.00 from \$0.00 to \$2,738,486.00.

The fixed fee \$300,280.00 has been added.

The total cost of this line item has increased by \$3,038,766.00 from UNDEFINED to \$3,038,766.00.

The following have been modified:

SECTION B - MDA CLAUSES

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:	\$15,361,174
Fixed Fee:	<u>\$1,774,737</u>
Estimated Cost-Plus-Fixed-Fee:	\$17,135,911

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

SECTION H - MDA CLAUSES

H-13 DELETED

SECTION I - CONTRACT CLAUSES

The following have been deleted:

52.216-24 Limitation Of Government Liability

APR 1984

(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. P00001		3. EFFECTIVE DATE 06-May-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-0013			
				X 10B. DATED (SEE ITEM 13) 01-Apr-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:							
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.) The purpose of this modification is to deobligate funds under contract line item (CLIN) 0002 by \$917,000. Accordingly, total funding available under CLIN 0002 is reduced to \$1,083,000 and the Funds Exhaustion Date in Section G-8, ALLOTMENT OF FUNDS, for CLIN 0002 is changed to July 14, 2004. Under Section I, 52.216-24, LIMITATION OF GOVERNMENT LIABILITY (APR 1984), paragraphs a. and b., the dollar amounts are both reduced to \$3,935,402.							
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  (Signature of Contracting Officer)		16C. DATE SIGNED 06-May-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

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$917,000.00 from \$4,852,402.00 to \$3,935,402.00.

CLIN 0002:

AB: 9740400.2520 60901598C 2523 012123 BMD00144640917 was decreased by \$917,000.00 from \$2,000,000.00 to \$1,083,000.00

The following have been modified:

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,

Field Code Changed

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:

First Union National Bank
1525 West W. T. Harris Blvd, NC-0805
Charlotte, NC 28262
ABA Number of the Financial Institution: 031000503
Contractor's account number at Financial Institution: Acct# 2100012761646

G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLIN(s) 0001, 0002 and 0003 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 allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is \$4,852,402 as follows:

CLIN 0001 \$2,352,402
Estimated funds exhaustion date: June 30, 2004

CLIN 0002 \$1,083,000
Estimated funds exhaustion date: July 14, 2004

CLIN 0003 \$500,000
Estimated funds exhaustion date: June 2, 2004

SECTION I - CONTRACT CLAUSES

The following have been modified:

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 \$3,935,402 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$3,935,402 dollars. |

(End of clause)

(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. P00002	3. EFFECTIVE DATE 13-May-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 10600 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 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-0013		
		X 10B. DATED (SEE ITEM 13) 01-Apr-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 data, 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>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 provide incremental funding under contract line items 0001 (MDA/DB) and 0003 (MDA/DT) and to replace Contract Attachment 5, DD254 Contract Security Classification Specification dated 01-MAR-2004 with Contract Attachment 5, DD254 Contract Security Classification Specification Revision 1 dated 10-MAY-2004.				
Except as provided herein, all terms and conditions of the document 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) PAMELA PRISCO Contract Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marc Lesser Contracting Officer		
15B. CONTRACTOR/OFFEROR Pamela Prisco (Signature of person authorized to sign)		15C. DATE SIGNED 5-19-04		16B. UNITED STATES OF AMERICA BY Marc Lesser (Signature of Contracting Officer)
				16C. DATE SIGNED 5/20/04

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 \$2,675,887.96 from \$3,935,402.00 to \$6,611,289.96.

CLIN 0001:

AA: 9740400.2520 40603883C 2523 012123 BMDO0144640918 was increased by \$3,478.00 from \$2,352,402.00 to \$2,355,880.00

AD: 9740400.2520 30603175C 2523 012123 BMDO0145282167 was increased by \$1,954,882.00 from \$0.00 to \$1,954,882.00

The contract ACRN AD has been added.

AE: 9730400.2520 40603882C 2523 012123 BMDO0145282168 was increased by \$1,464.00 from \$0.00 to \$1,464.00

The contract ACRN AE has been added.

CLIN 0003:

AC: 9740400.2520 40603884C 2523 012123 BMDO0144640920 was increased by \$716,063.96 from \$500,000.00 to \$1,216,063.96

The following have been modified:

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:

First Union National Bank
1525 West W. T. Harris Blvd, NC-0805
Charlotte, NC 28262
ABA Number of the Financial Institution: 031000503
Contractor's account number at Financial Institution: Acct# 2100012761646

G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CLIN(s) 0001, 0002 and 0003 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 allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is \$6,611,289.96 as follows:

CLIN 0001 \$4,312,226.00
Estimated funds exhaustion date: September 30, 2004

CLIN 0002 \$1,083,000.00
Estimated funds exhaustion date: August 14, 2004

CLIN 0003 \$1,216,063.96
Estimated funds exhaustion date: September 15, 2004

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit _	CDRL Exhibit A	6	01-MAR-2004
Attachment 1	Attachment 1 Statement of Objectives	4	04-MAR-2004
Attachment 2	Attachment 2 GFI/GFE	1	19-FEB-2004
Attachment 3	Attachment 3 OCI Analysis/Disclosure Form	2	19-FEB-2004
Attachment 4	Attachment 4 Proprietary Info Agreement	3	
Attachment 5	Attachment 5 DD 254	12	01-MAR-2004
Attachment 6	Attachment 6 Labor & Qual Staff Matrix	8	04-MAR-2004
Attachment 7	Attachment 7 Key Personnel Resume Format	1	
Attachment 8	Attachment 8 Non-Key Personnel Resume Format	1	
Attachment 9	Attachment 9 PPBES Non-Disclosure Agreement	2	01-NOV-2003

to:

Exhibit/Attachment Table of Contents


DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit _	CDRL Exhibit A	6	01-MAR-2004
Attachment 1	Attachment 1 Statement of Objectives	4	04-MAR-2004
Attachment 2	Attachment 2 GFI/GFE	1	19-FEB-2004
Attachment 3	Attachment 3 OCI Analysis/Disclosure Form	2	19-FEB-2004
Attachment 4	Attachment 4 Proprietary Info Agreement	3	
Attachment 5	Attachment 5 DD 254 Contract Security Classification Specification, Revision 1	12	10-MAY-2004
Attachment 6	Attachment 6 Labor & Qual Staff Matrix	8	04-MAR-2004
Attachment 7	Attachment 7 Key Personnel Resume Format	1	
Attachment 8	Attachment 8 Non-Key Personnel Resume Format	1	
Attachment 9	Attachment 9 PPBES Non-Disclosure Agreement	2	01-NOV-2003

Contract Attachment 5, DD254 Contract Security Classification Specification, has been revised as follows:





(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. P00003	3. EFFECTIVE DATE 02-Aug-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-0013	
				X 10B. DATED (SEE ITEM 13) 01-Apr-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 52.243-2 Alt I Changes--Cost-Reimbursement (AUG 1987)					
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 under contract line item 0002 (MDA/DS) and to revise Contract Data Requirements List A001, "Funds & Labor Hour Expenditure Report" (FLHER), which requires that FLHER data be submitted electronically using the Combined Acquisition Reporting and Analysis Tool (CARAT).					
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  (Signature of Contracting Officer)		16C. DATE SIGNED 03-Aug-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

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$700,856.33 from \$6,611,289.96 to \$7,312,146.29.

CLIN 0002:

AB: 9740400.2520 60901598C 2523 012123 BMD00144640917 was increased by \$700,856.33 from \$1,083,000.00 to \$1,783,856.33

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 allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is \$7,312,146.29 as follows:

Formatted

CLIN 0001 \$4,312,226.00
Estimated funds exhaustion date: September 30, 2004

CLIN 0002 \$1,783,856.33
Estimated funds exhaustion date: October 15, 2004

CLIN 0003 \$1,216,063.96
Estimated funds exhaustion date: September 15, 2004

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit	CDRL Exhibit A	6	01-MAR-2004
Attachment 1	Attachment 1 Statement of Objectives	4	04-MAR-2004
Attachment 2	Attachment 2 GFI/GFE	1	19-FEB-2004
Attachment 3	Attachment 3 OCI Analysis/Disclosure Form	2	19-FEB-2004
Attachment 4	Attachment 4 Proprietary Info Agreement	3	
Attachment 5	Attachment 5 DD 254 Contract Security Classification Specification, Revision 1	12	10-MAY-2004

Attachment 6	Attachment 6 Labor & Qual Staff Matrix	8	04-MAR-2004
Attachment 7	Attachment 7 Key Personnel Resume Format	1	
Attachment 8	Attachment 8 Non-Key Personnel Resume Format	1	
Attachment 9	Attachment 9 PPBES Non-Disclosure Agreement	2	01-NOV-2003

to:

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRL Exhibit A	6	02-AUG-2004
Attachment 1	Attachment 1 Statement of Objectives	4	04-MAR-2004
Attachment 2	Attachment 2 GFI/GFE	1	19-FEB-2004
Attachment 3	Attachment 3 OCI Analysis/Disclosure Form	2	19-FEB-2004
Attachment 4	Attachment 4 Proprietary Info Agreement	3	
Attachment 5	Attachment 5 DD 254 Contract Security Classification Specification, Revision 1	12	10-MAY-2004
Attachment 6	Attachment 6 Labor & Qual Staff Matrix	8	04-MAR-2004
Attachment 7	Attachment 7 Key Personnel Resume Format	1	
Attachment 8	Attachment 8 Non-Key Personnel Resume Format	1	
Attachment 9	Attachment 9 PPBES Non-Disclosure Agreement	2	01-NOV-2003

(End of Summary of Changes)

Exhibit A
HQ0006-04-C-0013-P00003

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. 0007, 0107, 0207, 0307		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER <u>X</u>					
D. SYSTEM/ITEM Front Office Executive Services			E. CONTRACT/PR. NO HQ0006-04-C-0013		F. CONTRACTOR COMPUTER SCIENCES CORPORATION				
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Funds & Labor Hour Expenditure Report				3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81537, Mar. 1997			5. CONTRACT REFERENCE SOO Paragraph 5.0			6. REQUIRING OFFICE MDA/DS			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	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		
								Final	
16. REMARKS 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. Block 14: Distribution to MDA/CT and MDA/DS 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.					MDA/CT		0	1	
					MDA/DS		0	1	
					⇒				
G. PREPARED BY			H. DATE		I. APPROVED BY Marc Lesser, MDA/CTS		J. DATE August 2, 2004		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">U</div>		PAGE OF PAGES <div style="text-align: center;">1 2</div>	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 29-Oct-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-0013			
				X 10B. DATED (SEE ITEM 13) 01-Apr-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:							
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.) The purpose of this modification is to provide incremental funding for contract line items 0001, 0002 and 0003. Accordingly, Section B, "Supplies or Services and Prices", Section G, "Accounting and Appropriation Data", and G-8, "ALLOTMENT OF FUNDS" of the contract are modified as follows: (Continued on page 2.)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARC LESSER / CONTRACTING OFFICER, CTS TEL: (703) 882-6428 EMAIL: marc.lesser@mnda.osd.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 29-Oct-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

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$7,690,000.00 from \$7,312,146.29 to \$15,002,146.29.

CLIN 0001:

AG: 9750400.2520 40603883C 2523 012123 BMDO0147015865 was increased by \$4,500,000.00 from \$0.00 to \$4,500,000.00

The contract ACRN AG has been added.

CLIN 0002:

AF: 9750400.2520 60901598C 2523 012123 BMDO0146895461 was increased by \$1,500,000.00 from \$0.00 to \$1,500,000.00

The contract ACRN AF has been added.

CLIN 0003:

AC: 9740400.2520 40603884C 2523 012123 BMDO0144640920 was increased by \$50,000.00 from \$1,216,063.96 to \$1,266,063.96

AH: 9750400.2520 40603882C 2523 012123 BMDO0147015866 was increased by \$1,640,000.00 from \$0.00 to \$1,640,000.00

The contract ACRN AH has been added.

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 allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is \$15,002,146.29 as follows:

CLIN 0001 \$8,812,226.00

Estimated funds exhaustion date: April 26, 2005

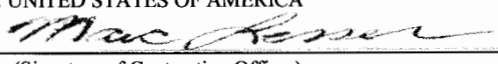
CLIN 0002 \$3,283,856.33

Estimated funds exhaustion date: April 11, 2005

CLIN 0003 \$2,906,063.96

Estimated funds exhaustion date: June 30, 2005

(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. P00005		3. EFFECTIVE DATE 04-Feb-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 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 BARBARA DONIGAN 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-0013	
				X 10B. DATED (SEE ITEM 13) 01-Apr-2004	
CODE 08RL1		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).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties.					
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 increase the level-of-effort under contract line item (CLIN) 0002 by one (1) man-year equivalent (approximately 2,000 hours), at no additional cost to the Government. This modification also changes the Contractor point of contact in Block 7 of Standard Form 26. Accordingly, CLIN 0002 under Section B - Supplies or Services and Prices, is modified as follows: (Continued on page 2.)					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 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 08-Mar-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The contractor organization has changed from:

COMPUTER SCIENCES CORPORATION
PAUL PHEENY
1725 JEFFERSON DAVIS HIGHWAY
SUITE 1300
ARLINGTON VA 22202

to:

COMPUTER SCIENCES CORPORATION
BARBARA DONIGAN
1725 JEFFERSON DAVIS HIGHWAY
SUITE 1300
ARLINGTON VA 22202

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The CLIN extended description has changed from:

Services in support of MDA/DS in accordance with the SOO (Attachment 1) to provide the equivalent of 13 MY of effort and services on a monthly basis for a period of 15 months in accordance with the Staffing Plan (Attachment 6).

to:

Services in support of MDA/DS in accordance with the SOO (Attachment 1) to provide the equivalent of 14 MY of effort and services on a monthly basis for a period of 15 months in accordance with the Staffing Plan (Attachment 6).

The pricing detail quantity has increased by 15.00 from 195.00 to 210.00.

(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 17-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) 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 BARBARA DONIGAN 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-0013			
				X 10B. DATED (SEE ITEM 13) 01-Apr-2004			
CODE 08RL1		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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) FAR 52.243-2 Changes--Cost-Reimbursement APR 1984 (Alt I Aug 1987)							
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 add new Special Contract Requirement H-14, "Control Of Access To MDA Spaces And Information Systems/Contractor Employee Out-Processing (OCT 2004)" to the contract. Accordingly the contract is changed as follows: (Continued on page 2.)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 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-Mar-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

SECTION H - MDA CLAUSES

H-14 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, 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 2	
2. AMENDMENT/MODIFICATION NO. P00007		3. EFFECTIVE DATE 23-May-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 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 BARBARA DONIGAN 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-0013			
				X 10B. DATED (SEE ITEM 13) 01-Apr-2004			
CODE 08RL1		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) Pursuant to 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 for contract line item (CLIN) 0002 and revise the estimated funds exhaustion date for CLINs 0001 and 0002 to June 30, 2005. Accordingly, Section B, "Supplies or Services and Prices", Section G, "Accounting and Appropriation Data", and G-8, "ALLOTMENT OF FUNDS" of the contract are modified as follows: (Continued on page 2.)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) 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 23-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 \$300,000.00 from \$15,002,146.29 to \$15,302,146.29.

CLIN 0002:

AF: 9750400.2520 60901598C 2523 012123 BMDO0146895461 was increased by \$300,000.00 from \$1,500,000.00 to \$1,800,000.00

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 allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is \$15,302,146.29 as follows:

CLIN 0001 \$8,812,226.00
Estimated funds exhaustion date: June 30, 2005

CLIN 0002 \$3,583,856.33
Estimated funds exhaustion date: June 30, 2005

CLIN 0003 \$2,906,063.96
Estimated funds exhaustion date: June 30, 2005

(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. P00008		3. EFFECTIVE DATE 23-May-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 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 BARBARA DONIGAN 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-0013			
				X 10B. DATED (SEE ITEM 13) 01-Apr-2004			
CODE 08RL1		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 teh 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 provide short-term Joint Theater Air & Missile Defense Organization (JTAMDO) support to the Government under contract line item (CLIN) 0003, as described in new Addendum 1 (attached hereto) to Attachment 1 of the contract. Accordingly, the value of CLIN 0003 and the total contract value are increased, contract Section B-2 "ESTIMATED COST AND FIXED FEE (JAN 2003)," Section G-8 "ALLOTMENT OF FUNDS" and Section J "List of Documents, Exhibits and Other Attachments" are changed, and Addendum 1 (dated May 19, 2005) to Attachment 1 is hereby added. (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 03-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 A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$100,000.00 from \$17,135,911.00 to \$17,235,911.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003

The estimated/max cost has increased by \$100,000.00 from \$2,738,486.00 to \$2,838,486.00.

The total cost of this line item has increased by \$100,000.00 from \$3,038,766.00 to \$3,138,766.00.

The following have been modified:

SECTION B - MDA CLAUSES**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:	\$15,461,174
Fixed Fee:	<u>\$1,774,737</u>
Estimated Cost-Plus-Fixed-Fee:	\$17,235,911

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 \$15,302,146.29 to \$15,402,146.29.

CLIN 0003:

AJ: 9750400 1200 185 JT01 606051 600001 59299 65126J 503000 F03000 was increased by \$100,000.00 from \$0.00 to \$100,000.00

The contract ACRN AJ has been added.

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 allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is \$15,402,146.29 as follows:

CLIN 0001 \$8,812,226.00

Estimated funds exhaustion date: June 30, 2005

CLIN 0002 \$3,583,856.33

Estimated funds exhaustion date: June 30, 2005

CLIN 0003 \$3,006,063.96

Estimated funds exhaustion date: June 30, 2005

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRL Exhibit A	6	02-AUG-2004
Attachment 1	Attachment 1 Statement of Objectives	4	04-MAR-2004
Attachment 2	Attachment 2 GFI/GFE	1	19-FEB-2004
Attachment 3	Attachment 3 OCI Analysis/Disclosure Form	2	19-FEB-2004
Attachment 4	Attachment 4 Proprietary Info Agreement	3	
Attachment 5	Attachment 5 DD 254 Contract Security Classification Specification, Revision 1	12	10-MAY-2004
Attachment 6	Attachment 6 Labor & Qual Staff Matrix	8	04-MAR-2004
Attachment 7	Attachment 7 Key Personnel Resume Format	1	
Attachment 8	Attachment 8 Non-Key Personnel Resume Format	1	
Attachment 9	Attachment 9 PPBES Non-Disclosure Agreement	2	01-NOV-2003

to:

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRL Exhibit A	6	02-AUG-2004
Attachment 1	Attachment 1 Statement of Objectives	4	04-MAR-2004
Atch 1 Addendum 1	SOW for JTAMDO	3	19-MAY-2005
Attachment 2	Attachment 2 GFI/GFE	1	19-FEB-2004
Attachment 3	Attachment 3 OCI Analysis/Disclosure Form	2	19-FEB-2004
Attachment 4	Attachment 4 Proprietary Info Agreement	3	
Attachment 5	Attachment 5 DD 254 Contract Security Classification Specification, Revision 1	12	10-MAY-2004
Attachment 6	Attachment 6 Labor & Qual Staff Matrix	8	04-MAR-2004
Attachment 7	Attachment 7 Key Personnel Resume Format	1	
Attachment 8	Attachment 8 Non-Key Personnel Resume Format	1	
Attachment 9	Attachment 9 PPBES Non-Disclosure Agreement	2	01-NOV-2003

(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. P00008	3. EFFECTIVE DATE 23-May-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 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2242		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES CORPORATION BARBARA DONIGAN 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-0013		
		X 10B. DATED (SEE ITEM 13) 01-Apr-2004		
CODE 08RL1		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 both 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 provide short-term Joint Theater Air & Missile Defense Organization (JTAMDO) support to the Government under contract line item (CLIN) 0003, as described in new Addendum 1 (attached hereto) to Attachment 1 of the contract. Accordingly, the value of CLIN 0003 and the total contract value are increased, contract Section B-2 "ESTIMATED COST AND FIXED FEE (JAN 2003)," Section G-8 "ALLOTMENT OF FUNDS" and Section J "List of Documents, Exhibits and Other Attachments" are changed, and Addendum 1 (dated May 19, 2005) to Attachment 1 is hereby added. (Continued on page 2.)				
Except as provided herein, all terms and conditions of this 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 Bethea Senior Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marc Lesser Contracting Officer		
15B. CONTRACTOR/OFFEROR Judith Bethea		15C. DATE SIGNED 6-2-05		16C. DATE SIGNED 6/3/05
Signature of person authorized to sign)		BY Marc Lesser (Signature of Contracting Officer)		

EXEMPTION 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 \$100,000.00 from \$17,135,911.00 to \$17,235,911.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0003

The estimated/max cost has increased by \$100,000.00 from \$2,738,486.00 to \$2,838,486.00.

The total cost of this line item has increased by \$100,000.00 from \$3,038,766.00 to \$3,138,766.00.

The following have been modified:

SECTION B - MDA CLAUSES

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:	\$15,461,174
Fixed Fee:	<u>\$1,774,737</u>
Estimated Cost-Plus-Fixed-Fee:	\$17,235,911

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 \$15,302,146.29 to \$15,402,146.29.

CLIN 0003:

AJ: 9750400 1200 185 JT01 606051 600001 59299 65126J 503000 F03000 was increased by \$100,000.00 from \$0.00 to \$100,000.00

The contract ACRN AJ has been added.

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 allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is \$15,402,146.29 as follows:

CLIN 0001 \$8,812,226.00

Estimated funds exhaustion date: June 30, 2005

CLIN 0002 \$3,583,856.33

Estimated funds exhaustion date: June 30, 2005

CLIN 0003 \$3,006,063.96

Estimated funds exhaustion date: June 30, 2005

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

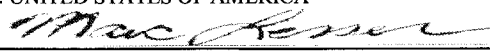
The Table of Contents has changed from:

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRL Exhibit A	6	02-AUG-2004
Attachment 1	Attachment 1 Statement of Objectives	4	04-MAR-2004
Attachment 2	Attachment 2 GFI/GFE	1	19-FEB-2004
Attachment 3	Attachment 3 OCI Analysis/Disclosure Form	2	19-FEB-2004
Attachment 4	Attachment 4 Proprietary Info Agreement	3	
Attachment 5	Attachment 5 DD 254 Contract Security Classification Specification, Revision 1	12	10-MAY-2004
Attachment 6	Attachment 6 Labor & Qual Staff Matrix	8	04-MAR-2004
Attachment 7	Attachment 7 Key Personnel Resume Format	1	
Attachment 8	Attachment 8 Non-Key Personnel Resume Format	1	
Attachment 9	Attachment 9 PPBES Non-Disclosure Agreement	2	01-NOV-2003

to:

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRL Exhibit A	6	02-AUG-2004
Attachment 1	Attachment 1 Statement of Objectives	4	04-MAR-2004
Atch 1 Addendum 1	SOW for JTAMDO	3	19-MAY-2005
Attachment 2	Attachment 2 GFI/GFE	1	19-FEB-2004
Attachment 3	Attachment 3 OCI Analysis/Disclosure Form	2	19-FEB-2004
Attachment 4	Attachment 4 Proprietary Info Agreement	3	
Attachment 5	Attachment 5 DD 254 Contract Security Classification Specification, Revision 1	12	10-MAY-2004
Attachment 6	Attachment 6 Labor & Qual Staff Matrix	8	04-MAR-2004
Attachment 7	Attachment 7 Key Personnel Resume Format	1	
Attachment 8	Attachment 8 Non-Key Personnel Resume Format	1	
Attachment 9	Attachment 9 PPBES Non-Disclosure Agreement	2	01-NOV-2003

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">U</div>		PAGE OF PAGES <div style="text-align: center;">1 2</div>	
2. AMENDMENT/MODIFICATION NO. P00009		3. EFFECTIVE DATE 11-Aug-2005		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSILE DEFENSE AGENCY CONTRACTS DIRECTORATE 7100 DEFENSE WASHINGTON DC 20301- ----		CODE HQ0006		7. ADMINISTERED BY (If other than item 6) DCMA MANASSAS 10500 BATTLEVIEW SUITE 200 MANASSAS VA 20109- ----		CODE S2404A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) COMPUTER SCIENCES BARBARA DONIGAN 1725 JEFFERSON DAVIS SUITE 1300 ARLINGTON VA -----				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0013			
				X 10B. DATED (SEE ITEM 13) 01-Apr-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.							
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.) The purpose of this modification is to correct the "limit" designation in the line of accounting under ACRN AJ (contract line item 0003) "1200" to "1202." Accordingly, ACRN AJ is reduced to zero and new ACRN AK is added in the amount of \$100,000. (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, TEL: 703-882- EMAIL: marc.lesser@mda.mi			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 11-Aug-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 G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

CLIN 0003: 52939

AJ: 9750400 1200 185 JT01 606051 600001 59299 65126J 503000 F03000 was decreased by \$100,000.00 from \$100,000.00 to \$0.00

AK: 9750400 1202 185 JT01 606051 600001 59299 65126J 503000 F03000 was increased by \$100,000.00 from \$0.00 to \$100,000.00

The contract ACRN AK 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. P00010	3. EFFECTIVE DATE 10-Jan-2006	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 10600 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 FRANK GEROW 1660 CRYSTAL DRIVE SUITE 1300 ARLINGTON VA 22202				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. HQ0006-04-C-0013	
				<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 01-Apr-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).					
<input checked="" type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the 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.) 1. The purpose of this modification is to: (a) decrease funding for CLIN 0001 by an amount of \$182,935.01, (b) decrease funding for CLIN 0002 by an amount of \$43,273.92, and (c) increase funding for CLIN 0003 by an amount of \$9,901.67. 2. Except as provided herein, no other changes are authorized and all other terms and conditions of the contract remain in full force and effect. (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 CONTRACTOR (Type or print) Senior Contracts Administrator			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Grover J. McVey TEL: 703-852-6209 EMAIL: grover.j.mcvey@mda.mil		
15B. CONTRACTOR/OFFEROR Judith A. Bethea (Signature of person authorized to sign)		15C. DATE SIGNED 2-17-06	16B. UNITED STATES OF AMERICA Grover J. McVey (Signature of Contracting Officer)		16C. DATE SIGNED MAR 01 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 decreased by \$216,307.26 from \$15,402,146.29 to \$15,185,839.03.

CLIN 0001:

AA: 9740400.2520 40603883C 2523 012123 BMDO0144640918 was decreased by \$35.97 from \$2,355,880.00 to \$2,355,844.03

AD: 9740400.2520 30603175C 2523 012123 BMDO0145282167 was decreased by \$8,000.00 from \$1,954,882.00 to \$1,946,882.00

AG: 9750400.2520 40603883C 2523 012123 BMDO0147015865 was decreased by \$174,899.04 from \$4,500,000.00 to \$4,325,100.96

CLIN 0002:

AF: 9750400.2520 60901598C 2523 012123 BMDO0146895461 was decreased by \$43,273.92 from \$1,800,000.00 to \$1,756,726.08

CLIN 0003:

AL: 9750400.2520 5 BM 2520 40603882C00 2512 S12135 MD5060314C0190 520047 was increased by \$9,901.67 from \$0.00 to \$9,901.67 The contract ACRN AL has been added.

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 allotted to this contract (which covers all items, including fee payable), through the estimated funds exhaustion date is \$15,185,839.03 as follows:

CLIN 0001 \$8,629,290.99
Estimated funds exhaustion date: June 30, 2005

CLIN 0002 \$3,540,582.41
Estimated funds exhaustion date: June 30, 2005

CLIN 0003 \$3,015,965.63
Estimated funds exhaustion date: June 30, 2005

(End of Summary of Changes)