

2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.
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6. ISSUED BY Commander, Space and Naval Warfare Systems Command 4301 Pacific Highway San Diego, CA 92110-3127	CODE N00039	7. ADMINISTERED BY (If other than Item 6) Defense Contract Management Agency Virginia 10500 Battlevue Parkway Suite 200 Manassas, VA 20109-2362
POC: David Bodner 02-N3 (703)685-5552 david.bodner@navy.mil		S2404

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Northrop Grumman Information Technology Inc. Defense Enterprise Solution 7575 Colshire Drive McLean, VA 22102	(X)	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. N00039-02-C-3238
		10B. DATED (SEE ITEM 13) 12 September 2002
CODE 1V4D7	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 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)
Not Applicable

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

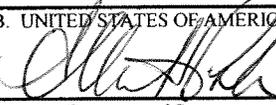
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying Office, appropriation 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
<input type="checkbox"/>	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.)

This modification is issued to (1) correct typographical errors in the Determination of Award Fee clause at B-2; (2) correct typographical errors in the Determination of Award Fee clause at B-3; (3) revise the Submission of Invoices clause at G-2; (4) change the Designation of Contracting Officer's Representative at G-3, and (5) add the Electronic Submission of Payments clause to Section I, as stated herein.

(see next page)

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) Troy E. Miller, Sr. Contracts Administrator	16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ellen H. Polen, CONTRACTING OFFICER Space and Naval Warfare Systems Command
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 12/9/03	BY  (Signature of Contracting Officer)
 (Signature of person authorized to sign)	DEC 09 2003

1. The clause listed at B-2 “Determination of Award Fee for Development (CLINs 0100, 0200, 0201, and 0202)” is corrected for a typographical mistake. The dollar value of the award fee pool for CLIN 0202 in period 4 (last cell of second chart on page 23) is changed from \$11,143,289.88 to \$428,588.07.
2. The clause listed at B-3 “Determination of Award Fee for Deployment (CLINs 0372, 0471, and 0473)” is corrected for two typographical mistakes. The dollar values of the award fee pools for CLIN 0473 for periods 1 and 2 (right column of second chart on page 29) are changed from \$300,011.65 and \$557,164.49, respectively, to \$85,977.15 and \$159,671.84, respectively.
3. The clause listed at G-2 is deleted in its entirety from the contract and is replaced with its Alternate II, as follows:

“G-2 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) -- ALTERNATE II (DEC 1996)

(Applicable to CLINs 0100, 0102, 0103, 0150, 0151, 0200, 0201, 0202, 0204, 0250, 0252, 0350, 0352, 0372, 0374, 0400, 0402, 0450, 0452, 0471, 0472, 0473, 0475, 0500, 0502, 0550, 0552, 0600, 0602, 0650, 0652, 0700, 0702, 0750, 0752, 0800, 0802, 0850, 0852, 0900, 0902, 0950, 0952, 1000, 1002, 1050, 1052)

(a) “Invoice” as used in this clause includes Contractor requests for interim payments using public vouchers (SF-1034) but does not include Contractor requests for progress payments under fixed price incentive contracts.

(b)(i) In accordance with DFARS 242.803(b)(i)(C), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor at the following address:

Herndon Branch Office
Defense Contract Audit Agency
171 Elden St., Suite 315
Herndon, VA 20170
POC: Mr Shawn Boynton, Auditor 703-713-4685

A copy of every invoice shall also be provided to the individual listed below, at the address shown:

SPAWAR ITC
Attn: Moira Eiserloh
2251 Lakeshore Drive
New Orleans, LA 70145

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 120 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/services is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

is required with each invoice submittal.

is required only with the final invoice.

is not required.

(f) A Certificate of Performance

shall be provided with each invoice submittal.

is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs

by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.”

4. The clause listed at G-3 is deleted in its entirety from the contract and replaced with the following:

“DESIGNATION OF CONTRACTING OFFICER’S REPRESENTATIVE

(a) The Contracting Officer hereby appoints the following individual as the primary Contracting Officer’s Representative(s) (COR) for this contract/order:

Mr. Allen Tidwell
SPAWAR Information Technology Center
2251 Lakeshore Drive
New Orleans, LA 70145
(504) 697-2506

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of this contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor, unless the PCO or ACO has issued a contractual change.”

5. The following clause is incorporated by reference into the Section I clause listings (a), (b), and (c):

DFARS Source	Title	Date
252.232-7003	Electronic Submission of Payment Requests	MAR 03

6. CDRL Exhibit B, as listed in Section J-1, is hereby deleted and replaced with the attached Exhibit B.

7. A CONFORMED COPY OF THE REVISED CONTRACT IS MADE A PART OF THIS MODIFICATION AS A RESULT OF THE CHANGES OUTLINED HEREIN.

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