

2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.
---	------------------------------------	----------------------------------	----------------

6. ISSUED BY Commander, Space and Naval Warfare Systems Command 4301 Pacific Highway San Diego, CA 92110-3127 POC: David Bodner 02-N3 (703)685-5552 david.bodner@navy.mil	CODE N00039	7. ADMINISTERED BY (If other than Item 6) Defense Contract Management Agency Virginia 10500 Battlevue Parkway Suite 200 Manassas, VA 20109-2362	CODE S2404A
---	----------------	---	----------------

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)
See attached Financial Accounting Data Sheet

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"/>	
<input checked="" 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 type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 (Limitation of Funds)

E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)

This modification is issued to (1) Revise Section B-1 ALLOTMENT OF FUNDS (JAN 89) (SPAWAR 5252.232-9200), to allot fee and cost to the contract; (2) Revise Section G-3 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE to name an alternate COR; and (3) add additional funding in the amount of \$25,000,000 to this contract, as shown on the following pages.

(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)	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 BY 
(Signature of person authorized to sign)	(Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 15 Jan 04

1. Section B-1 Allotment of Funds (JAN 89)(SPAWAR 5252.232-9200), is hereby revised as follows:

B-1 ALLOTMENT OF FUNDS (JAN 89) (SPAWAR 5252.232-9200)

(Applicable to Award Fee CLINs 0100, 0103, 0200, 0201, 0202, 0372, 0471, 0472 and 0473)

- a. This contract is incrementally funded with respect to both cost and fee.
- b. The amounts presently available and allotted to this contract for payment of award fee, as provided in the applicable Section B clauses of this contract entitled "DETERMINATION OF AWARD FEE", are as follows:

1. Base Fee

Item(s)	Allotted to Base Fee Previously	Allotted to Base Fee This Mod	Allotted to Base Fee New Total	Section B Clause Applicable
0100	\$348,392	\$77,301.57	\$425,693.57	B-2
0103	\$831	\$0	\$831.00	B-4
0200	\$0	\$0	\$0.00	B-2
0201	\$0	\$0	\$0.00	B-2
0202	\$0	\$0	\$0.00	B-2
0372	\$0	\$0	\$0.00	B-3
0471	\$0	\$0	\$0.00	B-3
0472	\$0	\$0	\$0.00	B-3
0473	\$0	\$0	\$0.00	B-3
Total	\$349,223.00	\$77,301.57	\$426,524.57	

2. Award Fee

Item(s)	Allotted to Award Fee Previously	Allotted to Award Fee This Mod	Allotted to Award Fee New Total	Section B Clause Applicable
0100	\$2,044,105	\$502,460.19	\$2,546,565.19	B-2
0103	\$3,139	\$0	\$3,139.00	B-4
0200	\$0	\$0	\$0.00	B-2
0201	\$0	\$0	\$0.00	B-2
0202	\$0	\$0	\$0.00	B-2
0372	\$0	\$0	\$0.00	B-3
0471	\$0	\$0	\$0.00	B-3
0472	\$0	\$0	\$0.00	B-3
0473	\$0	\$0	\$0.00	B-3
Total	\$2,047,244.00	\$502,460.19	\$2,549,704.19	

- c. The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "LIMITATION OF FUNDS" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

Item(s)	Allotted to Cost Previously	Allotted to Cost This Mod	Allotted to Cost New Total	Period of Performance
0100	\$15,375,491	\$3,865,078.37	\$19,240,569.37	26 Sep 03 through 26 Sep 05
0102*	\$10,489,639	\$20,555,159.87	\$31,044,798.87	26 Sep 03 through 26 Sep 05
0103	\$38,403	\$0	\$38,403.00	26 Sep 03 through 26 Sep 05
0200	\$0	\$0	\$0.00	
0201	\$0	\$0	\$0.00	
0202	\$0	\$0	\$0.00	
0372	\$0	\$0	\$0.00	
0471	\$0	\$0	\$0.00	
0472	\$0	\$0	\$0.00	
0473	\$0	\$0	\$0.00	
Total	\$25,903,533.00	\$24,420,238.24	\$50,323,771.24	

* Cost-reimbursement item

d. The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

2. Section G-3 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE is hereby revised in part to designate an alternate COR.

G-3 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

(Applicable to ALL CLINs)

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

Attn: 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 the 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.

(c) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR:

Attn: Mr. David B. Douglas
SPAWAR Information Technology Center
2251 Lakeshore Drive
New Orleans, LA 70145
504-697-3585

3. Funding is hereby increased from \$29,300,000.00 by \$25,000,000.00 to \$54,300,000.00.
4. All other terms and conditions of this contract remain unchanged and full force and effect.

FINANCIAL ACCOUNTING DATA SHEET - NAVY

1. CONTRACT NUMBER (Critical)		2. SPIN (Critical)				3. MOD (Critical)			4. PR NUMBER			PAGE 1 OF 1					
N0003902C3238									011								
5. CLIN/SLIN	6. LINE OF ACCOUNTING													7. AMOUNT (Critical)	NAVY INTERNAL USE ONLY REF DOC/ACRN	TAC CODE	
	A. ACRN (Crit)	B. APPROPRIATION (Critical)	C. SUBHEAD (Crit)	D. OBJ CLA	E. PARM	F. RFM	G. SA	H. AAA (Crit)	I. TT	J. PAA	K. COST CODE						
											PROJ UNIT	MCC	&SUF				
0100	AC	1741319	Q5CH	255	EA	1ES	0	068342	2D	98051Q	63033	000	100	\$4,444,840.13	N0003904AFEQ5CH		
0102	AC	1741319	Q5CH	255	EA	1ES	0	068342	2D	98051Q	63033	000	100	\$20,555,159.87	N0003904AFEQ5CH		
													Page Total	\$25,000,000.00			
													Cumulative Total	\$25,000,000.00			
<p>No changes to this Document are Authorized without prior consent of Authorizing Official below. OBLIGATIONS OF FUNDS ARE AUTHORIZED IN AMOUNTS SHOWN IN COLUMN 7 ABOVE</p>																	
PREPARED/AUTHORIZED BY: <i>Justin J. Far</i>									COMPROLLER APPROVAL: Yvonne Carlson, Accounting Officer DATE: JAN 13 2004 <i>K. D. Rose</i>								
DATE: JAN 13 2004																	