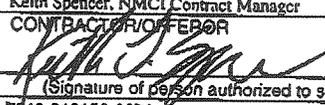
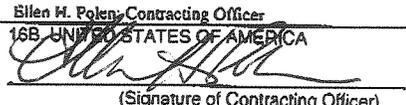


| | | | | | | | | | | |
|---|--|------------------------------------|--------------------------------|---|---|--------------|-----------------------|---|------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | | 1. CONTRACT ID CODE N00024-00-D-6000 | | PAGE OF 1 | | PAGES 3 | | |
| 2. AMENDMENT/MODIFICATION NO. P00012 | | 3. EFFECTIVE DATE See Block 16C | | 4. REQUISITION/PURCHASE REQUISITION NO. N/A | | | 5. PROJECT NO. N/A | | | |
| 6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND (SPAWAR) Contracting Officer: 02-32 Ellen H. Polen 4301 PACIFIC HIGHWAY, OT-4, ROOM 2082B SAN DIEGO, CA 92110-3127 PHONE: (619) 524-7388 | | | CODE N00039 | | 7. ADMINISTERED BY (If other than Item 6) SAME AS BLOCK 6 | | | | CODE | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ELECTRONIC DATA SYSTEMS CORPORATION 13600 EDS DRIVE HERNDON, VA 20171 Attn: NMCI Contracts | | | | | | (x) | | 9A. AMENDMENT OF SOLICITATION NO. | | |
| | | | | | | () | | 9B. DATED (SEE ITEM 11) | | |
| | | | | | | X | | 10A. MODIFICATION OF CONTRACT/ORDER N00024-00-D-6000 | | |
| | | | | | | () | | 10B. DATED (SEE ITEM 13) 06 OCT 00 | | |
| CODE IU305 | | FACILITY CODE | | 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input checked="" type="checkbox"/> is <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by the following checked method: (a) By completing items 8 and 15, and returning ___ copies of the amendment; <input checked="" type="checkbox"/> (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separated letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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) N/A | | | | | | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIED THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | | | | |
| <input checked="" type="checkbox"/> 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 data, 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: By 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 2 copies to the issuing office. | | | | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Attached. | | | | | | | | | | |
| Except as provide herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and if full force and effect. | | | | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or Print) Keith Spencer, NMCI Contract Manager | | | | | 16A. NAME AND TITLE OF SIGNER (Type or Print) Ellen H. Polen, Contracting Officer | | | | | |
| 15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign) | | | 15C. DATE SIGNED 3 Jul 2001 | | 16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer) | | | 16C. DATE SIGNED 3 Jul 2001 | | |

1. This modification is issued to make the following change to the basic contract:

Part Two, Paragraph 5.3 is revised by the addition of the last paragraph.

5.3 CANCELLATION UNDER MULTI-YEAR CONTRACTS

"Cancellation," as used in this clause, means that the Government is canceling its requirements for all services in program years, including option years, subsequent to that in which notice of cancellation is provided. Cancellation shall occur if the Contracting Officer:

- (1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year;
or
(2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified below as applicable at the time of cancellation:

2002: \$84.5M
2003: \$251.4M
2004: \$536.9M
2005: \$549.1M

Notification under this clause shall be due on the following dates:

| Program Year | Latest Notification Date |
|---------------------------------------|--------------------------|
| 2 (FY2002) | 1 October 2001 |
| 3 (FY2003) | 1 October 2002 |
| 4 (FY2004) | 1 October 2003 |
| 5 (FY2005) | 1 October 2004 |
| Program Year – IF option is exercised | Latest Notification Date |
| 6 (FY2006) | 1 October 2005 |
| 7 (FY2007) | 1 October 2006 |
| 8 (FY2008) | 1 October 2007 |

The cancellation charge will cover only --

- (1) Costs --
 (i) Incurred by the Contractor and/or Subcontractor;
 (ii) Reasonably necessary for performance of the contract; and
 (iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and
- (2) A reasonable profit or fee on the costs.

The cancellation charge shall be computed and the claim made for it as if the claim were being made under the termination provisions of this contract. The Contractor shall submit the claim promptly but no later than one year from the date --

- (1) Of notification of the nonavailability of funds; or
 (2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

The Contractor's claim may include --

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or Subcontractor learning.

The claim shall not include --

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;

(2) Any cost already paid to the Contractor;

(3) Anticipated profit or unearned fee on the canceled work; or

(4) The remaining useful commercial life of facilities (i.e., infrastructure). "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

Quantities added to the original contract through the term of contract clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

This clause does not prohibit the Government from paying reasonable, allowable, and allocable costs for claims submitted under the Contract Disputes Act for which legal entitlement has been demonstrated.

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

All other terms and conditions of Contract N00024-00-D-6000 remain unchanged, and in full force and effect.