

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. P00128	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY SPACE AND NAVAL WARFARE SYSTEMS COMMAND CONTRACTING OFFICER: 02-N Debra L. Streufert 2231 Crystal Drive, Suite 400 Arlington, VA 22212-3721 PHONE: 703.685.5508	CODE N00039	7. ADMINISTERED BY (If other than Item 6) CODE Full performance mod w/Improved payment provision		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) ELECTRONIC DATA SYSTEMS CORPORATION 13600 EDS DRIVE HERNDON, VA 20171 ATTN: NMCI CONTRACTS		<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
CODE 1U305 FACILITY CODE		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. N00024-00-D-6000	
		<input type="checkbox"/>	10B. DATED (SEE ITEM 11) 06 October 2000	

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 _____ 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.**

<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 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: FAR CLAUSE 52.212-4 (CHANGES)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

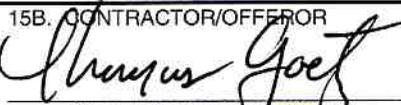
E. IMPORTANT: Contractor is not, is required to sign this document and return (See Note below) copies to the issuing office..

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

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

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) THOMAS GOETZ, CONTRACTS MANAGER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEBRA L. STREUFERT, CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 30 SEP 04	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 30 Sep 04

The purposes of this modification are to add site eligibility criteria for Full Payment and Full Performance; clarify which incentives can be earned during the Assumption of Responsibility (AOR) phase; revise payment terms; and to make administrative corrections. Accordingly, the contract is hereby modified as follows:

Under Section 5.9.3, make the following changes:

- A. Renumber section 5.9.3, Desktop Support and Desktop Refresh, to be section 5.9.2.1.
- B. Renumber section 5.9.3.2, Assumption of Responsibility, to be section 5.9.2.2 and replace the existing paragraph with the following:

"5.9.2.2 Assumption of Responsibility

Assumption of Responsibility, as defined in Attachment 1, Statement of Objectives, subparagraph 2.1.3, may only be ordered in conjunction with contract line items subject to SLAPC performance. During this transition period, the Contractor will be paid 85% of the contract line item price per seat. When a seat has become eligible for "Full Payment" as described in either Section 5.9.2.3.2 or 5.9.2.3.3, as applicable, the provisions of Sections 5.9.2.3.2.1, 5.9.2.3.2.1.1, or 5.9.2.3.3.1 shall apply, as applicable, until the seat has achieved "Full Performance" as described in either Sections 5.9.2.3.2.2 or 5.9.2.3.3.2, as applicable. For purposes of this clause, AOR shall begin on the date the Contractor assumes responsibility for the operation of the existing IT infrastructure, but no earlier than the date specified in the applicable order, and ends in accordance with Section 5.9.2.3 below.

Notwithstanding the immediately preceding paragraph, for contract line items ordered with CLIN 004105 (and, if option is exercised, 014105) and CLIN 004106 (and, if option is exercised, 014106) where permitted pursuant to Note O, the Contractor will be paid 85% of the contract line item price from the beginning of AOR (as described in the preceding paragraph) until the time when the Contractor meets or exceeds the SLAPCs for such CLIN at the Site. At such time when the Contractor meets or exceeds the SLAPCs for such CLIN at the Site, the Contractor shall be paid 100% of the CLIN price.

The Contractor shall not be eligible for incentives under Section 6.14.2 for data seats in an AOR period, but may be eligible for all other incentives under the Contract, subject to the availability of funds.. This provision is applicable from the date of contract award, except that Contractor shall be eligible for the Information Assurance incentive beginning in October 2002 Eligibility for all incentives except the incentive defined in Section 6.14.2 is allowed in recognition of the fact that all incentives except the Customer Satisfaction Incentive of Section 6.14.2 apply to the basic program and network performance, not specifically to seats."

- C. Delete section 5.9.3.3 and replace with the following:

"5.9.2.3 Full Performance

Definitions:

Baseline Site Quantity (BSQ) – is the number of seats for each type of seat (i.e. data, voice and video) on order in eMarketPlace on September 30, 2004, for a Site; provided that: (a) if the

number of seats for a type thereafter increase, in determining (i) whether 50% of the BSQ is Transitioned, the original BSQ will be used and (ii) whether 90% of the BSQ is Transitioned, the BSQ will be increased, (b) if the number of seats for a type thereafter decrease, in determining whether 50% or 90% of the BSQ is Transitioned, the BSQ will be decreased, and (c) the number of seats ordered with CLIN 0041 (and, if option is exercised, 0141) shall be excluded from the BSQ; except that seats ordered with CLIN 004104 (and, if option is exercised, 014104) shall be included in the BSQ. The BSQ will be separately calculated for each type of seat (data, voice and video). If the number of seats for a Site change, the new BSQ will be the number of seats on order as of the last day of the month in which the last change occurred.

Site – means each four-character Physical Site Identifier code (e.g. CRAN). For purposes of clarity, when considering seats at a Site, the Site will include all applicable seats of the ordered segments on all of the Task Orders on which the same four-character code is used.

Transitioned – means a seat is marked as deployed to a user in the Contractor's asset management system by the earliest to occur of any of the following: (a) submittal of the User Asset and Information Form (UAIF), (b) submittal of the electronic equivalent to the UAIF or (c) agreement by the parties. Any seat registered in the Contractor's asset management system as deployed to a user as of September 30, 2004 is deemed Transitioned.

5.9.2.3.1 Under CLINs with no SLAPCs, the Contractor will be compensated at the full amount of the CLIN.

5.9.2.3.2 Data Seats and Data Seat Related Line Items:

5.9.2.3.2.1 Full Payment. For each Site, full payment for a data seat may begin in the first calendar month after at least 50% of the BSQ is Transitioned and in which the Contractor demonstrates and the Government concurs that the data seat meets its applicable SLAPCs. At this time, the Contractor shall be paid 100% of the applicable CLIN prices for such Transitioned data seats and any data seats Transitioned thereafter, except as noted below for CLINs 0007, 0008 and 0009. If, in any month between the months in which at least 50% of the BSQ is Transitioned but less than 90% of the BSQ is Transitioned, a data seat fails to meet any of its applicable , the Contractor shall only be paid 85% of the CLIN price(s) for all of the data seats for each CLIN for that Site that so fail to meet the applicable SLAPCs that had previously been paid at 100% of the CLIN price(s). Once a Site has achieved eligibility for full payment under this provision because at least 50% of the BSQ is Transitioned, it remains eligible for full payment regardless of changes to the quantity of seats ordered for the Site.

5.9.2.3.2.1.1 Payment for Improved SLAPC Performance. For each Site, payment for improved SLAPC performance for a data seat may begin in the first calendar month after at least 50% of the BSQ is Transitioned and in which the Contractor demonstrates and the Government concurs that the data seat meets at least 90% of the applicable SLAPCs. At this time, the Contractor shall be paid 90% of the applicable CLIN prices for such Transitioned data seats and any data seats Transitioned thereafter, except as noted below for CLINs 0007, 0008 and 0009. If, in any month between the months in which at least 50% of the BSQ is Transitioned but less than 90% of the BSQ is Transitioned, a data seat fails to meet 90.0% of its applicable SLAPCs, the Contractor shall only be paid 85% of the CLIN price(s) for all of the data seats for each CLIN for that Site that so fail to meet at least 90.0% of the applicable SLAPCs that had previously been paid at 90% of the CLIN price(s). Similarly, under paragraphs (a) through (e) below, the Contractor shall be paid at 90%, rather than 85%, under

the rules of such paragraphs if and for so long as the related data seat is paid at 90%. Once a Site has achieved eligibility for payment for improved SLAPC performance under this provision because at least 50% of the BSQ is Transitioned, it remains eligible for payment for improved SLAPC performance regardless of changes to the quantity of seats ordered for the Site. This provision applies to Sites meeting the criteria beginning in June 2004 and will end on 30 September, 2004.

This provision also applies to those sites meeting all SLAPCs, except SLAPC 103.3.2, meeting the criteria beginning October 2004 and will end on 30 September 2005.

In consideration of the above, the Contractor, for itself, its successors and assignees, vendors, suppliers, and subcontractors, hereby releases and forever discharges the Government, its officers, agents, and employees from any and all actual or potential claim or request for equitable adjustment for costs incurred in direct connection with or impact costs specifically from the following four events for the time period specified below for each event: (1) the installation, operation and maintenance of the hardware and software for COI for the U.S. Pacific Command (PACOM) implemented in August of 2002, as it exists as of September 30, 2004, as for the period of time prior to and through September 30, 2004; (2) the development of the CLIN 0021 solution using two Defense Messaging System versions, versions 2.2 and 3.0, for the period of time prior to and through September 30, 2004; (3) the installation of a heating system in Portsmouth Naval Shipyard Building 298 through September 30, 2004; and (4) the installation, operation and maintenance of the following nine external network connections (CLIN 0032) (a) for PACOM (Camp Smith), (b) NAVAIR (Patuxent River), (c) NAVSEA (Newport, Dahlgren, Bremerton-Keyport and Panama City) and (d) SPAWAR (Charleston South, Tidewater (Charleston and Norfolk) and San Diego) from the date of installation through September 30, 2004. Nothing contained in this Modification shall be deemed to preclude Contractor from submitting a claim or request for adjustment for any costs or for any events (other than for the four events specifically described above) or the costs incurred for such four events after the time periods specified herein.

5.9.2.3.2.2 Full Performance. Beginning in the first calendar month after at least 90% of the BSQ is Transitioned and in which the Contractor demonstrates and the Government concurs that the data seat meets its applicable SLAPCs, the Contractor shall be paid at 100% of the applicable CLIN prices for such Transitioned seats, except as noted below for CLINs 0007, 0008 and 0009. Additional data seats Transitioned after a Site has achieved full performance for at least 90% of the BSQ shall be paid at 100% of the applicable CLIN price(s); except that if in any subsequent month Contractor does not meet SLAPCs, the Contractor shall continue to be paid at 100% and credits (if any) shall be determined in accordance with Section 6.15.1 (Credit for Service Downtime) and Section 6.15.2 (Exception to Service Downtime Credit Terms); provided that credits only apply to those data seats being paid at 100% of the applicable CLIN price and not the entire ordered segment if the entire ordered segment is not being paid at 100% of the applicable CLIN price. Once a Site has achieved eligibility for full performance under this provision because at least 90% of the BSQ is Transitioned, it remains eligible for full performance and credit adjustments as described above in this Section, regardless of changes to the quantity of seats ordered for the Site.

For purposes of this Section 5.9.2.3.2, the following rules apply if an upgrade has been ordered for a data seat or if another CLIN has been ordered with a data seat:

(a) If a CLIN 0007 (and, if option is exercised, 0107) upgrade is ordered, and if the SLAPCs for such upgrade are not met, then Contractor shall be paid 85% of the agreed upon price for both the base data seat CLIN and this CLIN, until the SLAPCs for this CLIN are met.

(b) If a CLIN 0008 (and, if option is exercised, 0108) upgrade is ordered, and if the SLAPCs for such upgrade are not met, then Contractor shall be paid 85% of the agreed upon price for both the base data seat CLIN and this CLIN until the SLAPCs for this CLIN are met.

(c) If a CLIN 0009 (and, if option is exercised, 0109) upgrade is ordered, and if the SLAPCs for such upgrade are not met, then Contractor shall be paid 100% of the agreed upon price for the base data seat CLIN and 85% of the agreed upon price for this CLIN until the SLAPCs for this CLIN are met.

(d) All other data seat related CLINs ordered with the data seat (i.e., 0018, 0020, 0021, 0023-0025 (and, if option is exercised, 0118, 0120, 0121, and 0123-0125). shall be paid at 85% of the CLIN price until the data seat CLIN is paid at 100% of the price. At that time such data seat related CLINs will also be paid at 100% of the CLIN price.

(e) The following data seat related CLINS 0006AB, 0006AC, 0016 and 0026 (and, if option is exercised, 0106AB, 0106AC, 0116, and 0126) shall be paid at 100% of the CLIN price when the applicable SLAPCs for these CLINS are met.

This Section 5.9.2.3.2 applies to the following CLINs: 0001-0004, 0036 and 0038 (and, if option is exercised, 0101-0104, 0136 and 0138)."

D. Add a new section 5.9.2.3.3, Non-Data Seats and Non-Data Seat Related Items, as follows:

"5.9.2.3.3 Non-Data Seats and Non-Data Seat Related Line Items.

5.9.2.3.3.1 Full Payment. For each Site, full payment for a non-data seat may begin in the first calendar month after at least 50% of the BSQ is Transitioned and in which the Contractor demonstrates and the Government concurs that the non-data seat meets its applicable SLAPCs. At this time, the Contractor shall be paid 100% of the applicable CLIN prices for such Transitioned non-data seats and any non-data seats Transitioned thereafter, except as noted below for CLINs 0010AB, 0010AC, 0015AB, 0015AC and 0015AD. If, in any month between the months in which at least 50% of the BSQ is Transitioned but less than 90% of the BSQ is Transitioned, a non-data seat fails to meet any of its applicable SLAPCs, the Contractor shall only be paid 85% of the CLIN price(s) for all of the non-data seats for each CLIN for that Site that so fail to meet the applicable SLAPCs that had previously been paid at 100% of the CLIN price(s). Once a Site has achieved eligibility for full payment under this provision because at least 50% of the BSQ is Transitioned, it remains eligible for full payment regardless of changes to the quantity of non-data seats ordered for the Site.

5.9.2.3.3.2 Full Performance. Beginning in the first calendar month after at least 90% of the BSQ is Transitioned and in which the Contractor demonstrates and the Government concurs that the non-data seat meets its applicable SLAPCs, the Contractor shall be paid at

100% of the applicable CLIN prices for such Transitioned seats, except as noted below for CLINs 0010AB, 0010AC, 0015AB, 0015AC and 0015AD. Additional non-data seats Transitioned after a Site has achieved full performance for at least 90% of the BSQ shall be paid at 100% of the applicable CLIN price(s); except that if in any subsequent month Contractor does not meet SLAPCs, the Contractor will continue to be paid at 100% and credits (if any) shall be determined in accordance with Section 6.15.1 (Credit for Service Downtime) and Section 6.15.2 (Exception to Service Downtime Credit Terms); provided that credits only apply to those data seats being paid at 100% of the applicable CLIN price and not the entire ordered segment if the entire ordered segment is not being paid at 100% of the applicable CLIN price. Once a Site has achieved eligibility for full performance under this provision because at least 90% of the BSQ is Transitioned, it remains eligible for full performance and credit adjustments as described above in this Section, regardless of changes to the quantity of seats ordered for the Site.

For purposes of this Section 5.9.2.3.3, the following rules apply if an upgrade has been ordered for a non-data seat:

(a) If a CLIN 0010AB (and, if option is exercised, 0110AB) upgrade is ordered, and if the SLAPCs for such upgrade are not met, then Contractor shall be paid 100% of the agreed upon price for the base non-data seat CLIN and 85% of the agreed upon price for this CLIN until the SLAPCs for this CLIN are met.

(b) If a CLIN 0010AC (and, if option is exercised, 0110AC) upgrade is ordered, and if the SLAPCs for such upgrade are not met, then Contractor shall be paid 85% of the agreed upon price for both the base non-data seat CLIN and this CLIN, until the SLAPCs for this CLIN are met.

(c) If a CLIN 0015AB (and, if option is exercised, 0115AB) upgrade is ordered, and if the SLAPCs for such upgrade are not met, then Contractor shall be paid 85% of the agreed upon price for both the base non-data seat CLIN and this CLIN until the SLAPCs for this CLIN are met.

(d) If a CLIN 0015AC (and, if option is exercised, 0115AC) upgrade is ordered, and if the SLAPCs for such upgrade are not met, then Contractor shall be paid 85% of the agreed upon price for both the base non-data seat CLIN and this CLIN until the SLAPCs for this CLIN are met.

(e) If a CLIN 0015AD (and, if option is exercised, 0115AD) upgrade is ordered, and if the SLAPCs for such upgrade are not met, then Contractor shall be paid 85% of the agreed upon price for both the base non-data seat CLIN and this CLIN until the SLAPCs for this CLIN are met.

This Section 5.9.2.3.3 applies to the following CLINs: 0010-0015, 0017, 0022, 0027, 0030 and 0032 (and, if option is exercised, 0110-0115, 0117, 0122, 0127, 0130 and 0132).

5.9.2.3.4 The parties recognize that due to timing of reporting and invoicing that the Contractor may have to issue a credit to the Government if the Contractor invoices for 100% for a CLIN later determined to have failed to meet SLAPCs as described in Section 5.9.2.3.2.1 or 5.9.2.3.3.1 and the Government pays such invoice. In such cases, the Contractor will credit the

next monthly invoice. However, any credits earned in a particular fiscal year must be applied to an invoice from the same fiscal year.”

E. Add a new section 5.9.2.4 Schedule Assurance as follows:

“5.9.2.4 Schedule Assurance

5.9.2.4.1 Schedule. For any Site that (a) has data seats on order as of September 30, 2004 and (b) has not transitioned by September 30, 2004 at least 50% of the BSQ that existed on September 30, 2004, the parties shall mutually establish a transition plan for the data seats at each such Site. The Contractor shall submit by November 1, 2004 the list of Sites to which this section applies. If a Site has any Transitioned data seats as of September 30, 2004, the transition plan will be established on or before November 15, 2004. If a Site does not have any Transitioned data seats as of September 30, 2004, and as of such date the first data seat to be Transitioned at that Site is scheduled before December 15, 2004, the transition plan will be established no later than November 15, 2004. If a Site does not have any Transitioned data seats as of September 30, 2004, and as of such date the first data seat to be Transitioned at that Site is scheduled on or after December 15, 2004, the transition plan will be established no later than 30 days prior to the transitioning of the first data seat for the first claimant or command, as applicable, related to a Site. For purposes of the two prior sentences, whether a seat is scheduled on, before or after November 15, 2004, is determined by what is in the NMCI Enterprise Transition Plan as of September 30, 2004. To establish these dates, the Contractor shall propose, in good faith, reasonable dates at least 15 days prior to the times listed in 5.9.2.4.1 above. The transition plan shall contain the following:

(a) Transition Start Date – where transition has not started, a date on which transition will start for the Site.

(b) 85% Transition Date – for each Site, a date by which 85% of the BSQ for that Site will be transitioned, which for purposes of convenience, shall occur on the last day of a calendar month, unless otherwise agreed.

For purposes of establishing the 85% Transition Date, the Government and Contractor shall use the BSQ in effect at the time the transition plan is established. These two dates shall be included in the NMCI Enterprise Transition Plan. The dates in the transition plan will be included for the first time when the transition plan is established and, thereafter, the dates will be updated in accordance with the jointly approved Schedule Change Control Board charter, which includes a jointly chaired Schedule Change Control Board. The Transition Start Date for a Site may not change after the first data seat at that Site has been Transitioned. However, if there are any changes in the BSQ after the Transition Start Date or if there are any delays by actions or inactions of the Government, the Government and Contractor will review the impact to the 85% Transition Date and discuss changes to the 85% Transition Date. Any changes to the Transition Start Date or the 85% Transition Date will be recommended by the jointly chaired Schedule Change Control Board. The Contracting Officer will approve the decision of the Schedule Change Control Board, and, in the event of a disagreement, the Contracting Officer will establish a reasonable date(s). Any disagreements with the Contracting Officer’s determination can be resolved under the “Disputes” (FAR 52.212-4(d)) clause of this contract.

5.9.2.4.2 Credit. Beginning 1 October 2004, a credit may apply in each month in which the DON Enterprise Schedule Performance Index (SPI) is less than 1.00 for that month. In those months, the credit shall be determined as follows: For each Site which has a transition

plan established pursuant to Section 5.9.2.4.1, if Contractor has not transitioned 85% of the BSQ for a Site by its 85% Transition Date, then this may result in the Contractor paying the Government an enterprise credit as described in this Section. If applicable, a monthly credit shall start in the calendar month in which the 85% Transition Date occurs. The monthly credit shall be calculated on a Site by Site basis and be in an amount equal to \$17.00 times the difference between (a) the BSQ for data seats for that Site and (b) the actual number of data seats Transitioned as of the last day of such calendar month for that Site. This credit shall cease to apply, for a Site, in the calendar month in which 85% of the BSQ for data seats is Transitioned by the end of such calendar month, and for all Sites, as of September 30, 2005. Credits will be aggregated and paid at the enterprise level and calculated within 10 days of the end of each month, but applied at the end of December (for the prior 3 months), March (for the prior 3 months), June (for the prior 3 months), July, August and September. The credits, if any, shall be deducted from any incentives earned under Section 6.14 and there shall be no right to deduct against invoices for services (but this shall not preclude deduction from the invoice for an incentive earned). If, at the time of application of the credit, either no such incentives have been earned or the credit exceeds the incentives earned, the Contractor shall provide either new services (i.e., services other than those being provided under the contract at the time of the credit) that can be completed within the current fiscal year or a remittance to the United States Treasury (this remittance applies only to the last month in each fiscal year or if the proposed new services cannot be completed within the current fiscal year) in an amount equal to the credit or excess thereof, as applicable.

Failure to agree upon entitlement to, or on the amount of, any credits shall be deemed a "dispute" in accordance with the "Disputes" clause of the NMCI Contract, FAR 52-212-4(d).

The amounts of any credits, if any, or the amounts of any new services provided under this Section 5.9.2.4 shall not reduce or apply towards the Minimum Quantities under Section 2.1.

If the Contractor fails to propose, in good faith, reasonable transition plans in accordance with the times specified in 5.9.2.4.1 above, all of the provisions of this modification are null and void. It is understood and agreed that the Transition Start Date and the 85% Transition Date agreed upon or established pursuant to this modification are for the sole purpose of determining when credits under Section 5.9.2.4.2 apply, and the failure to achieve such dates shall not be used to issue a show cause notice or determine whether the Contractor is in default of its contractual obligations; however, nothing in this modification shall affect any of the Government's rights and remedies that may arise pursuant to any other provisions of this Contract.

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

All other terms and conditions of this contract remain unchanged and in full force and effect.