

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE R	PAGE OF PAGES 1 56	
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECTIVE DATE 19-May-2003	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(if applicable)	
6. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE W31RPD	7. ADMINISTERED BY (If other than item 6) DCM BIRMINGHAM BURGER PHILLIPS CENTER 1910 THIRD AVE., NORTH, RM. 201 BIRMINGHAM AL 35203-2376		CODE S0101A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) KWAJALEIN RANGE SERVICES, LLC 4975 BRADFORD DR., SUITE 600 HUNTSVILLE AL 35805-1929			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. DASG60-02-C-0074	
			X	10B. DATED (SEE ITEM 13) 25-Sep-2002	
CODE 1YSL6	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: FAR 52.243-2 "Changes - Cost Reimbursement, ALT II and V" and Mutual Agreement				
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.) 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)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[REDACTED]			[REDACTED] EMAIL: [REDACTED]		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)		16C. DATE SIGNED 17-Jul-2003	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

WHEREAS, the parties have utilized the Alpha Contracting Process to negotiate Performance Work Statement (PWS) changes to the contract; and,

WHEREAS, the parties have agreed to these PWS changes as reflected in KRS' formal proposal dated 19 May 2003; and,

WHEREAS, the parties have negotiated all contract terms and conditions for settlement of these changes for a total cost plus fixed fee/award fee increase of [REDACTED] to the contract (TOTAL increase including Option and Award Terms is \$205,638,891); and,

WHEREAS, following are the detailed issues and agreement on the Full Time Equivalents (FTEs) reached by the parties along with the PWS section affected and the other changes that did not have a cost impact:

Issue 1 – PWS Section: 2.C.10.a.4, Mission Data Network, 9.0 FTEs. The MDN was not adequately defined by the original PWS requirement to address its complexity for mission critical, real-time support.

Issue 2 – PWS Section 11.C.2.a, Nursing Staff, 9.0 FTEs. The PWS did not correctly state quantities for in-patient hospital stays. This was not known until current statistics were provided by the incumbent.

Issue 3 – PWS Section 11.C.2.a, Radiology/Medical Imaging, 1.0 FTE. The PWS was unclear on the level of imaging sophistication and level of use. This area will increase with the addition of new equipment scheduled to arrive.

Issue 4 – PWS Section 11.C.2.a, Anesthesiology, 1.0 FTE. It was unclear from the PWS the quantity of level of effort required to adequately service the community.

Issue 5 – PWS Section 14-3.C.6, Range Flight Safety, 10.0 FTE. The original PWS did not adequately define the complexity of this effort. Questions and answers generated during the bid process did not serve to clarify the government's requirement in this area.

Issue 6 – PWS Section 18-10, RF Safety Systems, 1.0 FTE. RF Safety was not specifically clarified in its complexity in the PWS but is a critical area and must be staffed to ensure compliance with standards and regulations.

Issue 7 – PWS Section 2.A.3.ii, 2.A.3.kk, 2.A.3.ll, 2.A.3.mm, 2.C.2.f, 2.C.5.a.1, 2.C.5.b.1, 2.C.5.c.1, 2.C.5.c.4., 3.C.4.a.1, 3.C.4.b.1 and 3.C.4.b.2, Security Management Program, 9.0 FTEs. The security program was not adequately quantified and described in the PWS.

Issue 8 – PWS Section: 3.C.5.j.1, Reclamation Operations, 4.0 FTEs. The effort to include the volume of scrap metal to be prepared for shipment off island was not described in the PWS.

Issue 9 – PWS Section: 2.C.2.e, Travel and Related Services, 2.7 FTEs for year 1, 1.0 FTEs for year 2 – 15. The PWS did not describe the extent of internal travel requirements of the Human Resource office to support employee travel.

Issue 10 – PWS Section 17.D.2, SATCOM Terminals, 4.0 FTEs. Regulatory guidelines require staffing of at least two technicians on duty at all times to facilitate maintenance. The PWS did not adequately identify this requirement.

Issue 11 – PWS Section 17.D.5, Security Alarm System Maintenance, 2.0 FTEs. The PWS did not address effort to continue the existing volume of effort required to provide maintenance and administration of the computer and the actual sensor maintenance.

Issue 12 – PWS Section 2.13.b, 2.13.b.1, 2.13.b.1.b.(1), 2.13.b.1.b.(2), 2.13.h, 2.13.I.3, 2.13.p.6, 2.13.q.3, 2.13.s, 2.13.t.1, 2.13.t.6, 2.13.t.6, 2.13.t.7, 2.13.t.8 and 2.13.v.2, Post Office Staff, 6.0 FTEs. The requirement to contract out the post office was added after the initial site visit by the proposed offerors. Responses provided during the bidding process revealed hours that are less than what is currently being experienced.

Issue 13 – PWS Section 7.D.2, Watchkeeper for on call divers, 1 for 4 hours of pay for two divers for remaining 16 hours per day. Allows on-call pay for divers to operate the hyperbaric chamber. The PWS did not specify watching keeping requirements for divers.

Issue 14 – PWS Section 2.C.6.a.1, [REDACTED] subcontract to provide labor and material handling equipment at the Richmond facility warehouse. This requirement was missed by KRS because it was provided in the RFP that this equipment would be government furnished property. This is not the intent of the government to provide GFP at the Richmond facility. This subcontract has been priced at [REDACTED] for the first year.

Issue 15 – PWS Section 3-4.49, Upholstery and Tarp Maker Services, 1.0 FTE. The PWS omitted the requirement for a dedicated upholstery and tarp maker on in the Marine and Facilities and Operations Management area. This position is required to support the marine department in repairing passenger covers for the LCMs. This position also supports FOM by repairing household furniture, recreational facilities furnishings and automotive upholstery.

Issue 16 – PWS Section 7.C.5.a, Stipend for Stevedores, \$2.00 per hour. This has been a normal practice for the RMI who support direct stevedoring operations. This increase recognizes and acknowledges the hazardous nature of this particular operation. The PWS did not address that stevedores were paid an hourly stipend to perform these services.

Issue 17 – PWS Section 2.C.6.h.1, 2.C.10.a.3 and 2-4.4.a, Reproduction/Print Shop, 2.0 FTEs. This effort is to provide reproduction and print shop services to private and commercial printing to include repair services of copiers on island. The PWS did not provide adequate estimates for actual volume of private and commercial printing requests and estimates for copy machines located on island.

Issue 18 – PWS Section 7.D.4, Sea Pay for Ocean Vessel Crew. It has been normal practice to provide sea pay for crew while out on duty. The government recommends continuance of this practice and allow sea pay for the ocean crew while out to sea.

Issue 19 – PWS Section 7.D.3, On Call Pay for Monitoring of Alarms. The PWS did not describe watch keeping requirements for on call monitoring of alarms on the KMRSS Worthy. This requirement is 1 to 4 hours of on call pay.

Issue 20 – PWS Section 7.C.5.b, Cargo Transport of Fuel Quantities and Stevedores, 1320 hours per year, 28 trips. The PWS contained inaccurate estimated fuel quantities and estimated number of trips for fuel transport to outer islands.

Issue 21 – PWS Section 7.C.7.g, Administrative Change to move requirements of PWS 7.C.7.g to Section 10.C.4.f

Issue 22 – PWS Section 10.C.4.c, Small Boat Maintenance, 1.0 FTE, .5 FTE for years 2 – 15. The PWS misstated the accurate number of boats for maintenance. The PWS stated 100 boats when in reality there are over 150 boats.

Issue 23 – PWS Section 2.C.10.c.4, Information Technology Overtime/On Call Personnel. The PWS did not address watch keeping requirement for this effort even though the contractor will be required to ensure that IT functions are operational at all times.

Issue 24 – PWS Section 2.C.7.g, Timberline Software and Support, .8 FTE for year one. This effort is required for first year of contract effort until incorporation of the KEAMS payroll module can be accomplished.

Issue 25 – PWS Section 2.C.1.c, Government RMI Liaison, 1.0 FTE. This labor category is referred to as a public relations position to support USAKA requests for contractor support in coordination for visiting dignitaries.

Issue 26 – PWS Section 8.C.2.a, Increased Retail Hours, 20.5 FTEs to maintain the current store hours for the Kwajalien Community. The PWS stated inaccurate hours for retail establishments.

Issue 27 – PWS 4.C.3.c.3, Section Duplicate and Obsolete Stock, 5.0 FTEs for an initial period of 5 years. This effort supports a project to standardize item descriptions, eliminate duplicate and triplicate descriptions, reduce/eliminate stockage positions, and excess obsolete items.

Issue 28 – PWS Section 2.C.7.f, Payroll allotments, 5.0 FTEs for year 1, 2.5 FTEs for year 2, and 1.0 FTEs for years 3 – 15. The PWS did not address the requirement for payroll allotments for the RMI. This is a service that the incumbent provided to the RMI workers to assist the workforce in payroll allotments for utility bills, house payments, and personal debts. The government recommends continuance of this service to the RMI workers.

Issue 29 – PWS Section 2.C.7.h, Cash Office at ROI, 1.0 FTE. Supports collection of daily sales from all Roi facilities. The PWS omitted the requirement for a position on Roi to collect cash.

Issue 30 – PWS Section 2.C.10.a.1, Mission Support Network, 3.0 FTEs. The PWS did not adequately describe the services required to support the mission services network by identifying the number of networks located on island.

Issue 31 – PWS Section 7.C.3.f, Kwajalein Police Department SAR 0001 – 1.3 FTEs. The KPD marine vessel was not listed on the government furnished property list provided during the bidding process.

Issue 32 – PWS Section 11.D.1, Standby and Call Out Pay for Hospital Staff. Another standard practice of 1 for 4 hours of on-call pay for hospital staff.

Issue 33 – PWS Section 2.C.13.b, Provide Exhibit Support for RTS Participation in Conferences and Seminars – Additional travel costs associated with delta of seventeen conferences per year with original KRS bid. The PWS inadequately stated the government's increased requirements in conference support.

Issue 34 – PWS Section 17.D.1, Technical Control, 4.0 FTEs. Maintains compliance with DISA standards. The PWS did not maintain watchkeeping requirements for technical control center.

Issue 35 – PWS Section 13.C.1.i, Digitizing Services, 1.0 FTE for six months. This effort is required by USAKA environmental for the digitizing of the DeBrum family glass plate negatives for their historical preservation.

Issue 36 – PWS Section N/A, Critical Hires. During the employment process, certain positions were identified by the government as mission critical. In order to retain a particular level of expertise, these incumbents were offered increased pay to accept a position with KRS.

Issue 37 – PWS Section N/A, GRMI Wage Rates – This increase is for the differences in the GRMI wage rate provided two years ago during the bidding phase to the actual wage rates received by the GRMI.

Issue 38 – PWS Section N/A, Social Security Retirement Tax and Health Fund Taxes. Increase in tax requirements for the RMI unknown to KRS and not questioned by the source selection board. The contractor is required to contribute 7% for Social Security tax and 3.5% for Health Fund tax for each RMI employee.

Issue 39 – PWS Section N/A, Employee 401k Package
4% matching for contract hires and dependents who contribute with a cap of \$5,000 per year.

Other Agreements:

The parties have agreed to convert the transition CLINs from CPAF to CPFF. In addition, for the period 1 March 2003 through 30 September 2003 of the Basic Effort, CPFF SubCLINs will be established. SubCLINs for the remaining Basic period of performance will be CPAF.

KRS has a Project Controls system in place that is based on the principles of the Earned Value Management System (EVMS). This approach allows KRS and the government to monitor and measure contract cost and schedule performance and variances against the current contract baseline. It provides budget, earned value, actual expenditures, and estimates at completion for each PWS line item. KRS and the government have mutually agreed that maintaining Tabular Format (TF!) is no longer needed for this contract. Only the SecSOR portion of the software will be maintained.

Update of Section J Attachments: The latest version of the following attachments were agreed to be incorporated into the contract as a part of the Alpha Contracting Agreement:

- (1) CDRL Exhibits A and B
- (2) Analysis of Existing Facilities
- (3) Government Furnished Property List
- (4) Financial Policy and Rate Manual
- (5) Financial Requirements Manual
- (6) Latest Version of the PWS incorporating these changes.
- (7) Revised KRS Small and Disadvantaged Subcontracting Plan.

NOW, THEREFORE, the contract is modified as set forth in the Summary of Changes below

SUMMARY OF CHANGES**SECTION A - SOLICITATION/CONTRACT FORM**

The total cost of this contract was increased by \$46,674,901.00 from \$626,377,837.00 to \$673,052,738.00.

SECTION B - SUPPLIES OR SERVICES AND PRICES**SUBCLIN 0001AA**

The contract type has changed from CPAF to CPFF.

The CLIN extended description has changed from Phase-in of Contract in accordance with the contractor's Phase-In Plan, from date of award to 31 DEC 02, to Phase-in of Contract in accordance with the contractor's Phase-In Plan, from date of award through 28 FEB 03..

The base fee has decreased by [REDACTED]

The award fee has decreased by [REDACTED]

The fixed fee [REDACTED] has been added.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	LOGISTICS SUPPORT PHASE-IN EFFORT CPFF Phase-in of Contract in accordance with the contractor's Phase-In Plan, from date of award through 28 FEB 03.				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$9,787,156.00
	ACRN AA Funded Amount				\$4,650,000.00
	ACRN AD Funded Amount				\$5,137,156.00

SUBCLIN 0001AB

The contract type has changed from CPAF to CPFF.

The CLIN description has changed from LOGISTICS SUPPORT BASIC EFFORT to LOGISTICS BASIC - 1 MAR - 30 SEP 2003.

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, as revised 18 Apr 2003, Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.

The estimated/max cost has decreased by [REDACTED]

The base fee has decreased by [REDACTED]

The award fee has decreased by [REDACTED]

The fixed fee [REDACTED] has been added.

The total cost of this line item has decreased by \$269,353,779.00 from \$299,315,619.00 to \$29,961,840.00.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	LOGISTICS BASIC - 1 MAR - 30 SEP 2003 CPFF PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, as revised 18 Apr 2003, Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$29,961,840.00
	ACRN AG Funded Amount				\$23,183,984.00
	ACRN AK Funded Amount				\$30,000.00
	ACRN AM Funded Amount				\$605,000.00
	ACRN AQ Funded Amount				\$0.00
	ACRN AR Funded Amount				\$200,000.00
	ACRN AT Funded Amount				\$2,000,000.00

CLIN 0003

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, IRE Sections 2, and 14 through 18, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, as revised 18 Apr 2003, IRE Sections 2, and 14 through 18, incorporated herein and attached as set forth in Section J hereof..

SUBCLIN 0003AA

The contract type has changed from CPAF to CPFF.

The CLIN extended description has changed from Phase-In of Contract in accordance with the contractor's Phase-In Plan from date of award to 31 DEC 02. to Phase-In of Contract in accordance with the contractor's Phase-In Plan from date of award through 28 FEB 03..

The base fee has decreased by [REDACTED]
 The award fee has decreased by [REDACTED]
 The fixed fee [REDACTED]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	IRE PHASE-IN EFFORT				
	CPFF				
	Phase-In of Contract in accordance with the contractor's Phase-In Plan from date of award through 28 FEB 03.				
				ESTIMATED COST	[REDACTED]
				FIXED FEE	[REDACTED]
				TOTAL EST COST + FEE	\$1,247,788.00
	ACRN AC Funded Amount				\$620,000.00
	ACRN AF Funded Amount				\$627,788.00

SUBCLIN 0003AB

The contract type has changed from CPAF to CPFF.

The CLIN description has changed from IRE - BASIC EFFORT to IRE - BASIC 1 MAR THROUGH 30 SEP 2003.

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, Sections 2, and 14 through 18, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, as revised 18 Apr 2003, Sections 2, and 14 through 18, incorporated herein and attached as set forth in Section J hereof..

The estimated/max cost has decreased by [REDACTED]
 The base fee has decreased by [REDACTED]
 The award fee has decreased by [REDACTED]
 The fixed fee [REDACTED] has been added.
 The total cost of this line item has decreased by \$88,872,083.00 from \$108,778,833.00 to \$19,906,750.00.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	IRE - BASIC 1 MAR THROUGH 30 SEP 2003				
	CPFF				
	PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, as revised 18 Apr 2003, Sections 2, and 14 through 18, incorporated herein and attached as set forth in Section J hereof.				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$19,906,750.00
	ACRN AH Funded Amount				\$9,109,353.00
	ACRN AL Funded Amount				\$5,300,000.00
	ACRN AS Funded Amount				\$3,446,000.00

CLIN 0005

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, as revised 18 Apr 2003, Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof..

SUBCLIN 0005AA

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, as revised 18 Apr 2003, Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof..

The estimated/max cost has increased by [REDACTED]
 The base fee has increased by [REDACTED]
 The award fee has increased by \$ [REDACTED]
 The total cost of this line item has increased by \$11,428,442.00 from \$152,559,936.00 to \$163,988,378.00.

CLIN 0006

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, IRE Sections 2, and 14 through 18, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, as revised 18 Apr 2003, IRE Sections 2, and 14 through 18, incorporated herein and attached as set forth in Section J hereof..

The estimated/max cost has increased by [REDACTED]
 The base fee has increased by [REDACTED]
 The award fee has increased by \$ [REDACTED]
 The total cost of this line item has increased by \$13,703,512.00 from \$58,479,555.00 to \$72,183,067.00.

CLIN 0007

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01,"Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01,"Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, as revised 18 Apr 2003, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.

SUBCLIN 0007AA

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, as revised 18 Apr 2003, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof..

The estimated/max cost has increased by [REDACTED]

The base fee has increased by [REDACTED]

The award fee has increased by [REDACTED]

The total cost of this line item has increased by \$11,716,441.00 from \$160,234,316.00 to \$171,950,757.00.

CLIN 0008

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01,"Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, IRE Sections 2, and 14 through 18, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01,"Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, as revised 18 Apr 2003, IRE Sections 2, and 14 through 18, incorporated herein and attached as set forth in Section J hereof..

The estimated/max cost has increased by [REDACTED]

The base fee has increased by [REDACTED]

The award fee has increased by [REDACTED]

The total cost of this line item has increased by \$14,574,877.00 from \$62,344,048.00 to \$76,918,925.00.

CLIN 0009

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, as revised 18 Apr 2003, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof..

SUBCLIN 0009AA

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services", dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services", dated 1 November 2001, as revised 18 Apr 2003, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof..

The estimated/max cost has increased by [REDACTED]

The base fee has increased by [REDACTED]
The award fee has increased by [REDACTED]
The total cost of this line item has increased by \$12,552,872.00 from \$169,479,470.00 to \$182,032,342.00.

CLIN 0010

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, IRE Sections 2 and 14 through 18, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, as revised 18 Apr 2003, IRE Sections 2 and 14 through 18, incorporated herein and attached as set forth in Section J hereof.

The estimated/max cost has increased by [REDACTED]
The base fee has increased by [REDACTED]
The award fee has increased by [REDACTED]
The total cost of this line item has increased by \$15,595,587.00 from \$66,833,385.00 to \$82,428,972.00.

CLIN 0011

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, as revised 18 Apr 2003, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.

SUBCLIN 0011AA

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, as revised 18 Apr 2003, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.

The estimated/max cost has increased by [REDACTED]
The base fee has increased by [REDACTED]
The award fee has increased by [REDACTED]
The total cost of this line item has increased by \$13,449,246.00 from \$179,325,935.00 to \$192,775,181.00.

CLIN 0012

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, IRE Sections 2 and 14 through 18, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, as revised 18 Apr 2003, IRE Sections 2 and 14 through 18, incorporated herein and attached as set forth in Section J hereof.

The estimated/max cost has increased by [REDACTED]
The base fee has increased by [REDACTED]
The award fee has increased by [REDACTED]
The total cost of this line item has increased by \$16,689,277.00 from \$71,431,860.00 to \$88,121,137.00.

CLIN 0013

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, as revised 18 Apr 2003, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof..

SUBCLIN 0013AA

The CLIN extended description has changed from PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01,"Logistics Support (LS) an Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof. to PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01,"Logistics Support (LS) an Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, as revised 18 Apr 2003, Logistics Support Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof..

The estimated/max cost has increased by [REDACTED]

The base fee has increased by [REDACTED]

The award fee has increased by [REDACTED]

The total cost of this line item has increased by \$21,996,367.00 from \$288,071,754.00 to \$310,068,121.00.

CLIN 0014

The CLIN extended description has changed from PWS entitled " U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, IRE Sections 2 and 14 through 18, incorporated herein and attached as set forth in Section J hereof. to PWS entitled " U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering Support Services," dated 1 November 2001, as revised 18 Apr 2003, IRE Sections 2 and 14 through 18, incorporated herein and attached as set forth in Section J hereof..

The estimated/max cost has increased by [REDACTED]

The base fee has increased by [REDACTED]

The award fee has increased by \$ [REDACTED]

The total cost of this line item has increased by \$27,257,369.00 from \$116,896,702.00 to \$144,154,071.00.

SUBCLIN 0001AD is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	LOGISTICS SUPPORT BASIC EFFORT CPAF PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, as revised 18 Apr 2003, Sections 2 through 13, incorporated herein and attached as set forth in Section J hereof.				
				ESTIMATED COST	
				BASE FEE	
				SUBTOTAL EST COST + BASE	\$282,753,603.00
				MAX AWARD FEE	\$7,852,079.00
				TOTAL EST COST + FEE	\$290,605,682.00
	Funded Amount				\$0.00

SUBCLIN 0001AE is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	INDIAN INCENTIVE CLAUSE FUNDING CLIN FFP This CLIN is for funding the incentive earned by the contractor under the Indian Incentive Clause of the contract and is not subject to any withholding provisions of the contract.				\$0.00
				NET AMT	\$0.00
	ACRN AU Funded Amount				\$5,413.00
	ACRN AV Funded Amount				\$302,851.00

SUBCLIN 0003AC is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC	IRE BASIC EFFORT CPAF				
	PWS entitled "U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) 03-01, Logistics Support (LS) and Integrated Range Engineering (IRE) Support Services," dated 1 November 2001, as revised 18 Apr 2003, Sections 2, and 14 through 18, incorporated herein and attached as set forth in Section J hereof.				
				ESTIMATED COST	
				BASE FEE	
				SUBTOTAL EST COST + BASE	\$106,547,790.00
				MAX AWARD FEE	\$7,747,291.00
				TOTAL EST COST + FEE	\$114,295,081.00
	Funded Amount				\$0.00

The following have been modified:

ESTIMATED COST, FIXED FEE, MAXIMUM AWARD FEE, AND TOTAL AMOUNT FOR CLINS 0001 AND 0003; OPTION CLINS 0005 AND 0006; AWARD TERM 1 CLINS 0007 AND 0008; AWARD TERM 2 CLINS 0009 AND 0010; AWARD TERM 3 CLINS 0011 AND 0012; AND AWARD TERM 4 CLINS 0013 AND 0014:

a. LOGISTICS PHASE-IN EFFORT (CLINs 0001AA and 0002):

- (1) Estimated cost, exclusive of fee:
- (2) Fixed Fee:
- (3) Total estimated cost and fixed fee: \$9,787,156

b. LOGISTICS BASIC EFFORT FOR 1 MAR 2003 – 30 SEP 2003 (CLINs 0001AB and 0002):

- (1) Estimated cost, exclusive of fee:
- (2) Fixed Fee:
- (3) Total estimated cost and fixed fee: \$29,961,840

c. LOGISTICS BASIC EFFORT FOR 1 OCT 2003 – 28 FEB 2007 (CLINs 0001AD and 0002):

- (1) Estimated cost, exclusive of fee:
- (2) Less Cash Reimbursables: (\$120,000,000)
- (3) Estimated cost, less cash reimbursables and fee:
- (4) Base Fee:
- (5) Maximum award fee: \$ 7,852,079

(6) Total estimated cost, base fee, and maximum award fee: \$170,605,682

d. LOGISTICS BASIC (CLIN 0001AC) MATERIALS AND EQUIPMENT:

Estimated Cost: 

e. IRE PHASE-IN EFFORT (CLINs 0003AA and 0004):

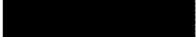
(1) Estimated cost, exclusive of fee: 

(2) Fixed Fee: 

(3) Total estimated cost and fixed fee: \$ 1,247,788

f. IRE BASIC EFFORT FOR 1 MAR 2003 – 30 SEP 2003 (CLINs 0003AB AND 0004):

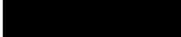
(1) Estimated cost, exclusive of fee: 

(2) Fixed Fee: 

(3) Total estimated cost and fixed fee: \$19,906,750

g. IRE BASIC EFFORT FOR 1 OCT 2003 –28 FEB 2007 (CLINs 0003AC AND 0004):

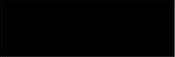
(1) Estimated cost, exclusive of fee: 

(2) Base Fee: 

(3) Maximum award fee: \$ 7,747,291

(4) Total estimated cost, base fee, and maximum award fee: \$114,295,081

h. LOGISTICS OPTION (CLIN 0005AA) :

(1) Estimated cost, exclusive of fee: 

(2) Less Cash Reimbursables: (\$60,000,000)

(3) Estimated cost, less Cash Reimbursables and fee: 

(4) Base Fee: 

(5) Maximum award fee: \$ 4,262,285

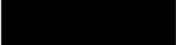
(6) Total estimated cost, base fee, and maximum award fee: \$103,988,378

i. LOGISTICS OPTION (CLIN 0005AB) MATERIALS AND EQUIPMENT:

Estimated Cost: 

j. IRE OPTION (CLIN 0006) :

(1) Estimated cost, exclusive of fee: 

(2) Base Fee: 

(3) Maximum award fee: \$ 4,849,923

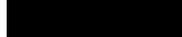
(4) Total estimated cost, base fee, and maximum award fee: \$ 72,183,067

k. LOGISTICS AWARD TERM 1 (CLIN 0007AA):

(1) Estimated cost, exclusive of fee: 

(2) Less Cash Reimbursables: (\$ 60,000,000)

(3) Estimated cost, less Cash Reimbursables and fee: 

(4) Base Fee: 

(5) Maximum award fee: \$ 4,452,505

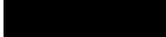
(6) Total estimated cost, base fee, and maximum award fee: \$111,950,757

l. LOGISTICS AWARD TERM 1 (CLIN 0007AB) MATERIALS AND EQUIPMENT:

Estimated Cost: 

m. IRE AWARD TERM 1 (CLIN 0008):

(1) Estimated cost, exclusive of fee: 

(2) Base Fee: 

(4) Maximum award fee: \$ 5,156,819

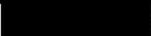
(5) Total estimated cost, base fee, and maximum award fee: \$ 76,918,925

n. LOGISTICS AWARD TERM 2 (CLIN 0009AA):

(1) Estimated cost, exclusive of fee: 

(2) Less Cash Reimbursables: (\$ 60,000,000)

(3) Estimated cost, less Cash Reimbursables and fee: 

(4) Base Fee: 

(5) Maximum award fee: \$ 4,700,587

(6) Total estimated cost, base fee, and maximum award fee: \$122,032,342

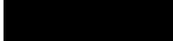
o. LOGISTICS AWARD TERM 2 (CLIN 0009AB) MATERIALS AND EQUIPMENT:

Estimated Cost: 

p. IRE AWARD TERM 2 (CLIN 0010):

(1) Estimated cost, exclusive of fee:	
(2) Base Fee:	
(3) Maximum Award Fee:	<u>\$ 5,527,564</u>
(4) Total estimated cost, base fee, and maximum award fee:	<u>\$ 82,428,972</u>

q. LOGISTICS AWARD TERM 3 (CLIN 0011AA):

(1) Estimated cost, exclusive of fee:	
(2) Less Cash Reimbursables:	<u>(\$ 60,000,000)</u>
(3) Estimated cost, less Cash Reimbursables and fee:	
(4) Base Fee:	
(5) Maximum award fee:	<u>\$ 4,962,410</u>
(6) Total estimated cost, base fee, and maximum award fee:	<u>\$132,775,181</u>

r. LOGISTICS AWARD TERM 3 (CLIN 0011AB) MATERIALS AND EQUIPMENT:

Estimated Cost: 

s. IRE AWARD TERM 3 (CLIN 0012):

(1) Estimated cost, exclusive of fee:	
(2) Base Fee:	
(3) Maximum award fee:	<u>\$ 5,909,493</u>
(4) Total estimated cost, base fee, and maximum award fee:	<u>\$ 88,121,137</u>

t. LOGISTICS AWARD TERM 4 (CLIN 0013AA):

(1) Estimated cost, exclusive of fee:	
(2) Less Cash Reimbursables:	<u>(\$ 90,000,000)</u>
(3) Estimated cost, less Cash Reimbursables and fee:	
(4) Base Fee:	
(5) Maximum award fee:	<u>\$ 7,968,855</u>
(6) Total estimated cost, base fee, and maximum award fee:	<u>\$220,068,121</u>

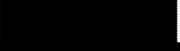
u. LOGISTICS AWARD TERM 4 (CLIN 0013AB) MATERIALS AND EQUIPMENT:

Estimated Cost: 

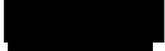
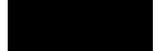
v. IRE AWARD TERM 4 (CLIN 0014):

(1) Estimated cost, exclusive of fee:	
(2) Base Fee:	
(3) Maximum award fee:	<u>\$ 9,671,380</u>
(4) Total estimated cost, base fee, and maximum award fee:	<u>\$144,154,071</u>

LOGISTICS SUPPORT PHASE-IN AND BASIC EFFORT: TOTAL ESTIMATED COST, FIXED FEE, BASE FEE, MAXIMUM AWARD FEE, AND TOTAL AMOUNT:

(1) Estimated cost, exclusive of materials and fee:	
(2) Materials:	<u>\$207,248,441</u>
(3) Less Reimbursements:	<u>\$120,000,000</u>
(4) Estimated cost, including materials, less reimbursements:	
(5) Fixed Fee:	
(6) Base fee:	
(7) Estimated cost plus fixed and base fee:	<u>\$409,751,040</u>
(8) Maximum award fee:	<u>\$ 7,852,079</u>
(9) Total estimated cost, materials, fixed fee, base fee, and maximum award fee:	<u>\$417,603,119</u>

INTEGRATED RANGE ENGINEERING PHASE-IN AND BASIC EFFORT: TOTAL ESTIMATED COST, FIXED FEE, BASE FEE, MAXIMUM AWARD FEE, AND TOTAL AMOUNT:

(1) Estimated cost, exclusive of fee:	
(2) Fixed Fee:	
(3) Base fee:	
(4) Estimated cost plus fixed and base fee:	<u>\$127,702,328</u>
(5) Maximum award fee:	<u>\$ 7,747,291</u>
(6) Total estimated cost, fixed fee, base fee, and maximum award fee:	<u>\$135,449,619</u>

AWARD FEE:

a. The contractor's performance hereunder shall be evaluated beginning 1 October 2003 through 29 February 2004 and every six (6) months thereafter in accordance with the document entitled "Award Fee/Award Term Determination Plan," attached hereto. Award fee earned by the contractor, as determined by the Award Fee Determining Official, will be awarded by the execution of a unilateral modification to the contract issued approximately forty-five (45) days following completion of each award fee period. Award fee not earned by the contractor will not be carried over to any future periods.

b. The following represents the potential award fee available by performance period, earned fee and the award fee not earned removed from the contract:

<u>AWARD FEE PERIOD</u>	<u>AWARD FEE AVAILABLE</u>	<u>AWARD FEE EARNED</u>	<u>AWARD FEE NOT EARNED REMOVED FROM CONTRACT</u>
LOGISTICS			
BASIC EFFORT			
First (1 Oct 03 – 29 Feb 04)	\$981,509	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$981,510	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$981,510	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$981,510	\$ <u>TBD</u>	\$ <u>TBD</u>
Fifth	\$981,510	\$ <u>TBD</u>	\$ <u>TBD</u>
Sixth	\$981,510	\$ <u>TBD</u>	\$ <u>TBD</u>
Seventh	\$981,510	\$ <u>TBD</u>	\$ <u>TBD</u>
Eighth	\$981,510	\$ <u>TBD</u>	\$ <u>TBD</u>
IRE			
BASIC EFFORT			
First (1 Oct 03 – 29 Feb 04)	\$968,411	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$968,411	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$968,411	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$968,411	\$ <u>TBD</u>	\$ <u>TBD</u>
Fifth	\$968,411	\$ <u>TBD</u>	\$ <u>TBD</u>
Sixth	\$968,412	\$ <u>TBD</u>	\$ <u>TBD</u>
Seventh	\$968,412	\$ <u>TBD</u>	\$ <u>TBD</u>
Eighth	\$968,412	\$ <u>TBD</u>	\$ <u>TBD</u>
LOGISTICS			
OPTION EFFORT			
First	\$1,065,571	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,065,571	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,065,571	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,065,572	\$ <u>TBD</u>	\$ <u>TBD</u>
IRE			
OPTION EFFORT			
First	\$1,212,481	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,212,481	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,212,481	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,212,480	\$ <u>TBD</u>	\$ <u>TBD</u>
LOGISTICS			
AWARD TERM 1			
First	\$1,113,126	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,113,126	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,113,126	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,113,127	\$ <u>TBD</u>	\$ <u>TBD</u>
IRE			

AWARD TERM 1

First	\$1,289,204	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,289,205	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,289,205	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,289,205	\$ <u>TBD</u>	\$ <u>TBD</u>

LOGISTICS**AWARD TERM 2**

First	\$1,175,146	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,175,147	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,175,147	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,175,147	\$ <u>TBD</u>	\$ <u>TBD</u>

IRE**AWARD TERM 2**

First	\$1,381,891	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,381,891	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,381,891	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,381,891	\$ <u>TBD</u>	\$ <u>TBD</u>

LOGISTICS**AWARD TERM 3**

First	\$1,240,602	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,240,602	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,240,603	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,240,603	\$ <u>TBD</u>	\$ <u>TBD</u>

IRE**AWARD TERM 3**

First	\$1,477,373	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,477,373	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,477,373	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,477,374	\$ <u>TBD</u>	\$ <u>TBD</u>

LOGISTICS**AWARD TERM 4**

First	\$1,328,142	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,328,142	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,328,142	\$ <u>TBD</u>	\$ <u>TBD</u>
Fourth	\$1,328,143	\$ <u>TBD</u>	\$ <u>TBD</u>
Fifth	\$1,328,143	\$ <u>TBD</u>	\$ <u>TBD</u>
Sixth	\$1,328,143	\$ <u>TBD</u>	\$ <u>TBD</u>

IRE**AWARD TERM 4**

First	\$1,611,896	\$ <u>TBD</u>	\$ <u>TBD</u>
Second	\$1,611,896	\$ <u>TBD</u>	\$ <u>TBD</u>
Third	\$1,611,897	\$ <u>TBD</u>	\$ <u>TBD</u>

Fourth	\$1,611,897	\$ <u>TBD</u>	\$ <u>TBD</u>
Fifth	\$1,611,897	\$ <u>TBD</u>	\$ <u>TBD</u>
Sixth	\$1,611,897	\$ <u>TBD</u>	\$ <u>TBD</u>

The following included by reference have been revised:

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

COMPLETION OF REQUIREMENTS:

- a. The contractor shall complete the tasks required by CLINs 0001 and 0003 and complete and deliver all data and reports required by CLINs 0002 and 0004 within four (4) years and six (6) months from date of award of contract.
- b. The contractor shall complete the tasks required by Option CLINs 0005 and 0006, if exercised, and complete and deliver all data and reports required under CLINs 0002 and 0004 within twenty-four (24) months from date of exercise of the option.
- c. The contractor shall complete the tasks required by Award Term 1 CLINs 0007 and 0008 and complete and deliver all data and reports required by CLINs 0002 and 0004 within twenty-four (24) months from execution of modification authorizing performance to begin.
- d. The contractor shall complete the tasks required by Award Term 2 CLINs 0009 and 0010 and complete and deliver all data and reports required by CLINs 0002 and 0004 within twenty-four (24) months from execution of modification authorizing performance to begin.
- e. The contractor shall complete the tasks required by Award Term 3 CLINs 0011 and 0012 and complete and deliver all data and reports required by CLINs 0002 and 0004 within twenty-four (24) months from execution of modification authorizing performance to begin.
- f. The contractor shall complete the tasks required by Award Term 4 CLINs 0013 and 0014 and complete and deliver all data and reports required by CLINs 0002 and 0004 within thirty-six (36) months from execution of modification authorizing performance to begin.

The following included by reference have been revised:

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991

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 \$6,273,444.00 from \$71,652,904.00 to \$77,926,348.00.

SUBCLIN 0001AB:

AG: 2132040 36-9718 P665301.614-255Y OV3K6K0400 S01021 OV3K6K0400/3HKSP6/HD0000 was increased by \$5,965,180.00 from \$17,218,804.00 to \$23,183,984.00

AQ: 2132040 36-9718 P665301.614-22N2 OV3K223100 S01021 OV3K30540013HKSP3/HD was decreased by \$2,000,000.00 from \$2,000,000.00 to \$0.00

AT: 2132040 36-9718 P665301.614-22N2 OV3K305400 S01021 OV3K305400 3HKSP3 HD was increased by \$2,000,000.00 from \$0.00 to \$2,000,000.00

The contract ACRN AT has been added.

SUBCLIN 0001AE:

Funding on SUBCLIN 0001AE is initiated as follows:

ACRN: AV

Acctng Data: 97 30300.2011 P3025 6074 2599 S49447 DHAM30245

Increase: \$302,851.00

Total: \$302,851.00

ACRN: AU

Acctng Data: 97 30300.2011 P3025 6074 2599 S49447 DHAM30233

Increase: \$5,413.00

Total: \$5,413.00

The following have been modified:

HISTORICAL ACCOUNTING AND APPROPRIATION DATA:

ACRN: AA

ACCT CLASS: 2122040 36-9718 P665301.614-255Y OV2K6K0100 S01021
OV2K6K0100/2HKSP6/HA

CUMULATIVE AMOUNT: \$4,650,000

PROGRAM/NOMENCLATURE: USAKA/RTS Logistics Support

ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:

OV2K6K0100-01/\$1,000,000/Award

OV2K6K0100-02/\$ 650,000/Award

OV2K6K0100-03/\$5,000,000/P00001

OV2K6K0100-04/(\$2,000,000)/P00001

ACRN: AB

ACCT CLASS: 2122040 36-9718 P665301.614-255Y OV2K6K0200 S01021
OV2K6K0200/2HKSP6/HA

CUMULATIVE AMOUNT: \$9,824,080

PROGRAM/NOMENCLATURE: USAKA/RTS LS/IRE Materials

ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:

OV2K6K0200-01/\$680,000/Award

OV2K6K0200-02/(\$650,000)/Award

OV2K6K0200-03/\$100,000/P00001
OV2K6K0200-04/\$2,600,000/P00001
OV2K6K0200-05/\$4,094,080/P00008
OV2K6K0200-06/\$3,000,000/P00009

ACRN: AC
ACCT CLASS: 2122040 36-9718 P665301.614-255Y OV2K6K0300 S01021
OV2K6K0300/2HKSP6/HA
CUMULATIVE AMOUNT: \$620,000
PROGRAM/NOMENCLATURE: USAKA/RTS IRE Support
ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:
OV2K6K0300-01/\$320,000/Award
OV2K6K0300-02/\$900,000/P00001
OV2K6K0300-03/\$(600,000)/P00001

ACRN: AD
ACCT CLASS: 2132040 36-9718 P665301.614-255Y OV3K6K0100 S01021
OV3K6K0100/3HKSP6/HD0000
CUMULATIVE AMOUNT: \$5,137,156
PROGRAM/NOMENCLATURE: USAKA/RTS Logistics Support
ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:
OV3K6K0100-01/\$3,720,964/P00002
OV3K6K0100-02/\$1,416,192/P00003

ACRN: AE
ACCT CLASS: 2132040 36-9718 P665301.614-255Y OV3K6K0200 S01021
OV3K6K0200/3HKSP6/HD0000
CUMULATIVE AMOUNT: \$9,709,723
PROGRAM/NOMENCLATURE: USAKA/RTS LS/IRE Materials
ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:
OV3K6K0200-01/\$1,082,246/P00002
OV3K6K0200-02/\$411,680/P00003
OV3K6K0200-03/\$4,643,345/P00005
OV3K6K0200-04/\$124,615/P00010
OV3K6K0200-05/\$3,447,837/P00010

ACRN: AF
ACCT CLASS: 2132040 36-9718 P665301.614-255Y OV3K6K0300 S01021
OV3K6K0300/3HKSP6/HD0000
CUMULATIVE AMOUNT: \$627,788
PROGRAM/NOMENCLATURE: USAKA/RTS IRE Support
ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:
OV3K6K0300-01/\$454,789/P00002
OV3K6K0300-02/\$172,999/P00003

ACRN: AG
ACCT CLASS: 2132040 36-9718 P665301.614-255Y OV3K6K0400 S01021
OV3K6K0400/3HKSP6/HD0000
CUMULATIVE AMOUNT: \$17,218,804
PROGRAM/NOMENCLATURE: KRS Log Spt Serv-Full Perf
ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:
OV3K6K0400-01/\$7,072,463/P00005
OV3K6K0400-03/\$962,448/P00008
OV3K6K0400-04/\$7,601,505/P00009
OV3K6K0400-05/\$1,582,388/P00010

ACRN: AH

ACCT CLASS: 2132040 36-9718 P665301.614-255Y OV3K6K0500 S01021
OV3K6K0500/3HKSP6/HD0000

CUMULATIVE AMOUNT: \$9,109,353

PROGRAM/NOMENCLATURE: KRS IRE Spt Serv-Full Perf

ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:

OV3K6K0500-01/\$4,109,353/P00005

OV3K6K0500-02/\$5,000,000/P00006

ACRN: AJ

ACCT CLASS: 2132040 36-9718 P664759.983-255Y XV3K207200 S01021
XV3K207200/3HKTE1/HD

CUMULATIVE AMOUNT: \$2,500,000

PROGRAM/NOMENCLATURE: Major I&M KRS-Mat/Equip

ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:

XV3K207200-01/\$2,500,000/P00005

ACRN: AK

ACCT CLASS: 2132020 36-9718 P438853.56000-3230 OV3K7VL100 S01021
OV3K7VL100/3HK356/HD

CUMULATIVE AMOUNT: \$30,000

PROGRAM/NOMENCLATURE: CONSERVATION - KRS

ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:

OV3K7VL100-01/\$30,000/P00006

ACRN: AL

ACCT CLASS: 2122040 36-9718 P665301.614-255Y OV2K6K0500 S01021
OV2K6K0500/2HKSP6/HA

CUMULATIVE AMOUNT: \$5,300,000

PROGRAM/NOMENCLATURE: KRS IRE SPT SERV-FULL PERFORM

ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:

OV2K6K0500-01/\$8,300,000/P00006

OV2K6K0500-02/(\$3,000,000)/P00009

ACRN: AM

ACCT CLASS: 2132020 36-9718 P438856.15000-3230 OV3K7CK100 S01021
OV3K7CK100/3HK620/HD

CUMULATIVE AMOUNT: \$605,000

PROGRAM/NOMENCLATURE: Environmental Projects

ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:

OV3K7CK100-01/\$97,600/P00009

OV3K7CK100-02/\$200,000/P00009

OV3K7CK100-03/\$307,400/P00009

ACRN: AN

ACCT CLASS: 2132020 36-9718 P438856.15000-3230 OV3K7CK100 S01021
OV3K7CK200/3HK623/HD

CUMULATIVE AMOUNT: \$-0-

PROGRAM/NOMENCLATURE: USAKA/RTS LS/IRE Materials (Environmental)

ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:

OV3K7CK200-01/\$675,000/P00009

OV3K7CK200-02/(\$675,000)/P00010

ACRN: AP

ACCT CLASS: 2132020 36-9718 P438856.15000-3230 OV3K7CK200 S01021
OV3K7CK200/3HK623/HD

CUMULATIVE AMOUNT: \$675,000

PROGRAM/NOMENCLATURE: USAKA/RTS LS/IRE Materials (Environmental)

ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:

OV3K7CK200-02/\$675,000/P00010

ACRN: AQ

ACCT CLASS: 2132040 36-9718 P665301.614-22N2 OV3K223100 S01021
OV3K30540013HKSP3/HD

CUMULATIVE AMOUNT: \$2,000,000

PROGRAM/NOMENCLATURE: Domed Housing

ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:

OV3K305400-01/\$2,000,000/P00010

OV3K305400-02/(\$2,000,000)/P00011

ACRN: AR

ACCT CLASS: 2132020 36-9718 P438854.16000-3230 OV3K7PL100 S01021
OV3K7PL100/3HK416/HD

CUMULATIVE AMOUNT: \$200,000

PROGRAM/NOMENCLATURE: Pollution Prevention

ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:

OV3K7PL100-01/\$200,000/P00010

ACRN: AS

ACCT CLASS: 2132040 36-9718 P664759.983-255Y XV3K207300 S01021
XV3K207300/3HKTE1/HD

CUMULATIVE AMOUNT: \$3,446,000

PROGRAM/NOMENCLATURE: Major I&M Tech - IRE

ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:

XV3K207300-01/\$3,446,000/P00010

ACRN: AT

ACCT CLASS: 2132040 36-9718 P665301.614-22N2 OV3K305400 S01021 OV3K305400
3HKSP3 HD

CUMULATIVE AMOUNT: \$2,000,000

PROGRAM/NOMENCLATURE: Domed Housing

ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:

OV3K305400-01/\$2,000,000/P00011

ACRN: AU

ACCT CLASS: 97 30300.2011 P3025 6074 2599 S49447 DHAM30233

CUMULATIVE AMOUNT: \$5,413.00

PROGRAM/NOMENCLATURE: Funding for Indian Incentive Clause

ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:

DHAM30233/\$5,413/P00011

ACRN: AV

ACCT DATA: 97 30300.2011 P3025 6074 2599 S49447 DHAM30245

CUMULATIVE AMOUNT: \$302,851.00

PROGRAM/NOMENCLATURE: Funding for Indian Incentive Clause

ORDER NUMBER/FUNDED AMOUNT/MOD NUMBER:

DHAM30245/\$302,851/P00011

INCREMENTAL FUNDING:

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: The amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost.

	<u>PREVIOUS AMOUNTS</u>	<u>CURRENT AMOUNT</u>	<u>CUMULATIVE AMOUNTS</u>
a. LOGISTICS PHASE-IN (CLINS 0001AA and 0002):			
(1) Funds required for full performance:			
(a) Estimated Cost:		N/C	
(b) Fixed Fee:		N/C	
(c) Total Estimated Cost and Fixed Fee:	\$9,787,156	N/C	\$9,787,156
(2) Amount currently allotted and obligated:			
(a) Amount allotted under the LOF Clause for payment of estimated cost:			
(b) Amount separately obligated for Payment of Fixed Fee:			
(c) Total amount allotted and obligated:	\$9,787,156	N/C	\$9,787,156
(d) Estimated Period of Performance:			28 FEB 2003
(3) Unfunded amount:			
(a) Estimated cost:			
(b) Fixed Fee:			
(c) Total Amount:	\$-0-	N/C	\$-0-
b. LOGISTICS BASIC 1 MAR –30 SEP 2003 (CLINS 0001AB and 0002):			
(1) Funds required for full performance:			
(a) Estimated Cost:			
(b) Fixed Fee:			
(c) Total Estimated Cost and Fixed Fee:	\$29,961,840	N/C	\$29,961,840
(2) Amount currently allotted and obligated:			
(a) Amount allotted under the LOF Clause			

for payment of estimated cost: [REDACTED]

(b) Amount separately obligated for Payment of Fixed Fee: [REDACTED]

(c) Total amount allotted and obligated: \$ 20,053,804 \$5,965,180 \$26,018,984

(d) Estimated Period of Performance: 31 AUG 2003

(3) Unfunded amount:

(a) Estimated cost: [REDACTED]

(b) Fixed Fee: [REDACTED]

(c) Total Amount: \$9,908,036 (\$5,965,180) \$3,942,856

c. LOGISTICS (BASIC) MATERIALS AND EQUIPMENT (CLIN 0001AC):

(1) Funds required for full performance:

(a) Estimated Cost: [REDACTED]

(2) Amount currently allotted:

(a) Amount allotted for estimated cost: [REDACTED]

(3) Unfunded amount:

(a) Estimated cost: [REDACTED]

d. LOGISTICS BASIC 1 OCT 2003 – 28 FEB 2007 (CLINS 0001AD and 0002):

(1) Funds required for full performance:

(a) Estimated Cost: [REDACTED]

(b) Base Fee: [REDACTED]

(c) Potential Award Fee: \$ 7,162,823 \$ 689,256 \$ 7,852,079

(d) Earned Award Fee: \$ -0- \$ -0- \$ -0-

(e) Total Estimated Cost, Base Fee, Potential Award Fee, and Earned Award Fee: \$272,104,276 \$18,501,406 \$290,605,682

(2) Amount currently allotted and obligated:

(a) Amount allotted under the LOF Clause for payment of estimated cost: [REDACTED]

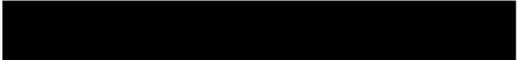
(b) Amount separately obligated for Payment of Base Fee [REDACTED]

(c) Amount separately obligated for Payment of Potential Award Fee:	\$	-0-	N/C	\$	-0-
(d) Amount separately obligated for Payment of Earned Award Fee:	\$	-0-	N/C	\$	-0-
(e) Total amount allotted and obligated:	\$	-0-	N/C	\$	-0-
(f) Estimated Period of Performance:					

(3) Unfunded amount:

(a) Estimated cost:					
(b) Base Fee:					
(c) Potential Award Fee:	(\$	7,162,823)	\$	689,256	(\$ 7,852,079)
(d) Earned Award Fee:	\$	-0-	\$	-0-	\$ -0-
(e) Total Amount:	(\$272,104,276)		\$18,501,406)		(\$290,605,682)

e. INDIAN INCENTIVE CLAUSE FUNDING (CLIN 0001AE) – NOT SUBJECT TO WITHHOLDING PROVISIONS OF THE CONTRACT:

(1) Total Incentive Funding Required:	
(2) Total Incentive Funding Obligated:	

f. IRE PHASE-IN (CLINS 0003AA and 0004):

(1) Funds required for full performance:

(a) Estimated Cost:					
(b) Fixed Fee:					
(c) Total Estimated Cost and Fixed Fee:	\$1,247,788		N/C		\$1,247,788

(2) Amount currently allotted and obligated:

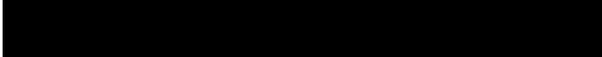
(a) Amount allotted under the LOF Clause for payment of estimated cost:					
(b) Amount separately obligated for Payment of Fixed Fee:					
(c) Total amount allotted and obligated:	\$1,247,788		N/C		\$1,247,788
(d) Estimated Period of Performance:					28 FEB 2003

(3) Unfunded amount:

(a) Estimated cost:			
(b) Fixed Fee:			
(c) Total Amount:	\$-0-	N/C	\$ -0-

g. IRE BASIC 1 MAR – 30 SEP 2003 (CLINS 0003AB and 0004):

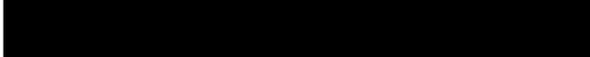
(1) Funds required for full performance:

(a) Estimated Cost:			
(b) Fixed Fee:			
(c) Total Estimated Cost and Fixed Fee:	\$19,906,750	N/C	\$19,906,750

(2) Amount currently allotted and obligated:

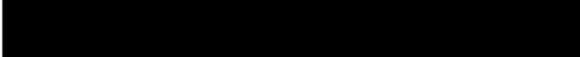
(a) Amount allotted under the LOF Clause for payment of estimated cost:			
(b) Amount separately obligated for Payment of Fixed Fee:			
(c) Total amount allotted and obligated:	\$17,855,353	N/C	\$17,855,353
(d) Estimated Period of Performance:			31 AUG 2003

(3) Unfunded amount:

(a) Estimated cost:			
(b) Fixed Fee:			
(c) Total Amount:	\$2,051,397	N/C	\$2,051,397

h. IRE BASIC 1 OCT 2003 – 28 FEB 2007 (CLINS 0003AB and 0004):

(1) Funds required for full performance:

(a) Estimated Cost:			
(b) Base Fee:			
(c) Potential Award Fee:	\$ 6,376,627	\$ 1,370,664	\$ 7,747,291
(d) Earned Award Fee:	\$ -0-	\$ -0-	\$ -0-
(e) Total Estimated Cost, Base Fee, Potential Award Fee, and Earned Award Fee:	\$92,264,277	\$22,030,804	\$114,295,081

(2) Amount currently allotted and obligated:

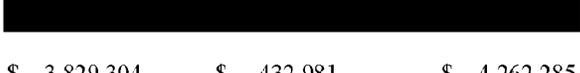
(a) Amount allotted under the LOF Clause for payment of estimated cost:				
(b) Amount separately obligated for Payment of Base Fee:				
(c) Amount separately obligated for Payment of Potential Award Fee:	\$	-0-	N/C	\$ -0-
(d) Amount separately obligated for Payment of Earned Award Fee:	\$	-0-	N/C	\$ -0-
(e) Total amount allotted and obligated:	\$	-0-	N/C	\$ -0-
(f) Estimated Period of Performance:				

(3) Unfunded amount:

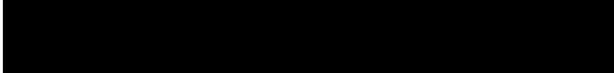
(a) Estimated cost:				
(b) Base Fee:				
(c) Potential Award Fee:	(\$ 6,376,627)	\$ 1,370,664		(\$ 7,747,291)
(d) Earned Award Fee:	(\$ -0-)	N/C		(\$ -0-)
(e) Total Amount:	(\$92,264,277)	\$22,030,804		(\$114,295,081)

i. LOGISTICS OPTION (CLIN 0005AA):

(1) Funds required for full performance:

(a) Estimated Cost:				
(b) Base Fee:				
(c) Potential Award Fee:	\$ 3,829,304	\$ 432,981		\$ 4,262,285
(d) Earned Award Fee:	\$ -0-	\$ -0-		\$ -0-
(e) Total Estimated Cost, Base Fee, Potential Award Fee, and Earned Award Fee:	\$152,559,936	\$11,428,443		\$163,988,379

(2) Amount currently allotted and obligated:

(a) Amount allotted under the LOF Clause for payment of estimated cost:				
(b) Amount separately obligated for Payment of Base Fee:				
(c) Amount separately obligated for Payment of Potential Award Fee:	\$	-0-	\$ -0-	\$ -0-

(d) Amount separately obligated for Payment of Earned Award Fee:	\$	-0-	\$	-0-	\$	-0-
(e) Total amount allotted and obligated:	\$	-0-	\$	-0-	\$	-0-

(f) Estimated Period of Performance:

(3) Unfunded amount:

(a) Estimated cost:	[REDACTED]					
(b) Base Fee:	[REDACTED]					
(c) Potential Award Fee:	(\$	3,829,304)	\$	432,981	(\$	4,262,285)
(d) Earned Award Fee:	(\$	-0-)	\$	-0-	(\$	-0-)
(e) Total Amount:	(\$152,559,936)		\$11,428,443		(\$163,988,379)	

j. LOGISTICS MATERIALS AND EQUIPMENT OPTION (CLIN 0005AB):

(1) Funds required for full performance:

(a) Estimated Cost: [REDACTED]

(2) Amount currently allotted:

(a) Amount allotted for estimated cost: [REDACTED]

(3) Unfunded amount:

(a) Estimated cost: [REDACTED]

k. IRE OPTION (CLIN 0006):

(1) Funds required for full performance:

(a) Estimated Cost: [REDACTED]

(b) Base Fee: [REDACTED]

(c) Potential Award Fee:	\$	4,010,259	\$	839,664	\$	4,849,923
(d) Earned Award Fee:	\$	-0-	\$	-0-	\$	-0-
(e) Total Estimated Cost, Base Fee, Potential Award Fee, and Earned Award Fee:	\$58,479,555		\$13,703,512		\$72,183,067	

(2) Amount currently allotted and obligated:

(a) Amount allotted under the LOF Clause for payment of estimated cost: [REDACTED]

(b) Amount separately obligated for Payment of Base Fee:	[REDACTED]		
(c) Amount separately obligated for Payment of Potential Award Fee:	\$ -0-	\$ -0-	\$ -0
(d) Amount separately obligated for Payment of Earned Award Fee:	\$ -0-	\$ -0-	\$ -0
(e) Total amount allotted and obligated:	\$ -0-	\$ -0-	\$ -0
(f) Estimated Period of Performance:			

(3) Unfunded amount:

(a) Estimated cost:	[REDACTED]		
(b) Base Fee:	[REDACTED]		
(c) Potential Award Fee:	(\$ 4,010,259)	\$ 839,664	(\$ 4,849,923)
(d) Earned Award Fee:	(\$ -0-)	\$ -0-	(\$ -0-)
(e) Total Amount:	(\$58,479,555)	\$13,703,512	(\$72,183,067)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

AWARD FEE/AWARD TERM EVALUATION:

1. The contractor's performance will be evaluated to determine award fee and award terms earned as set forth below and in accordance with the Award Fee/Award Term Determination Plan attached to this contract.

2. EVALUATION METHOD.

a. **Functional Performance Areas (FPAs) and Weightings:** For the purpose of award fee performance evaluation, the contract requirements are segregated into two FPAs. Each FPA will be assigned a dollar value based on the percentages below applied against the available award pool for LS and IRE established for each rating period. Additionally, a cost sharing incentive will be employed when the Contractor's AF score percentage is 90 or higher, with the contractors share being 30 percent and the government's share set at 70 percent. The contractor's employees are key to high contract performance; therefore, the contractor shall implement the government approved employee incentive program tied to the earned award fee.

<u>FPAs</u>	<u>% Weights</u>
Technical	90%
Management Practices	10%

1. **Technical:** Technical requirements along with their performance standard are set forth in the PWS. Consistent with performance based contracting, greater emphasis is placed upon the end results achieved, as opposed to the methods, practices, processes, and techniques used. Consequently, outcome pertaining to the adequacy, cost, effectiveness, efficiency, extent, productivity, quality, quantity, and timeliness of services rendered will be measured.

2. Management: Management performance consists of the first and second level of on-site management's creativity, initiative, innovation, planning, responsiveness, practices, processes, and techniques employed in the overall management of the contract requirements.

3. Cost Sharing: The sharing ratio for cost overruns and underruns is calculated as follows: The actual cost (AC) incurred for the evaluation period will be compared to the budgeted cost (BC) for the evaluation period. Any difference between these two costs will be multiplied by the AF score percentage. Then the 30/70-share ratio will be applied to the resulting amount. The contractor's share of the final product (either positive or negative) is added to the award fee earned. $((BC - AC) \times \text{AF evaluation score percentage}) \times .30$. An example: $((\$50M - \$45M) \times .96) \times .3 = \$1.44M$.

4. Employee Incentive: A Government approved contractor employee incentive for performance exceeding AF scores of 90 percent will be funded, provided the contractor's award fee is increased as a result of cost sharing. An AF score percentage of 90 will be substituted in the calculation for the cost sharing that increased the award fee. This product will be subtracted from the cost sharing increase to award fee and the difference multiplied by five. $((BC - AC) \times \text{AF score percentage}) \times .30 - (((BC - AC) \times 90\%) \times .30) \times 5 = \text{Government funded incentive}$. An example: $((\$50M - \$45M) \times .96) \times .3 - (((\$50M - \$45M) \times .9) \times .3) = (\$1.44M - \$1.35M) \times 5 = \$450M$. The contractor will distribute the resulting amount to his employees in accordance with his government approved employee incentive plan.

b. Evaluation Criteria/Sub-criteria and Weightings: In order to preclude diluting the award fee pool to the point that its motivational value is minimized, all PWS requirements will not be evaluated during each evaluation period. Weight assignments are to motivate the contractor to concentrate performance in the areas of most importance to the Government. Consequently, areas within the technical FPA that are to be evaluated for fee purposes, along with their respective weights, will be provided to the contractor 45 days prior to the start of each evaluation period by way of SeeSOR.

c. Evaluation Periods: The first **AWARD FEE** evaluation period will be from 1 Oct 2003 through 29 Feb 2004 and every six months thereafter until contract completion, with any earned award fee being distributed after the evaluation period. The initial **AWARD TERM (AT)** evaluation period will begin at the end of the phase-in period and end three years later. The remaining AT evaluation periods will end every two years thereafter, provided a previous term award was made, allowing for a maximum total potential of four award term performance periods as shown below.

<u>Period Number</u>	<u>Award Term Evaluation Period</u>	<u>Award Term Performance Period</u>
1	1 Mar 2003 - 28 Feb 2007	1 Mar 2009 - 28 Feb 2011
2	1 Mar 2007 - 28 Feb 2009	1 Mar 2011 - 28 Feb 2013
3	1 Mar 2009 - 28 Feb 2011	1 Mar 2013 - 28 Feb 2015
4	1 Mar 2011 - 28 Feb 2013	1 Mar 2015 - 28 Feb 2018

d. Allocation of Award fee Pool and Disposition of Unearned Award fee:

1. The total negotiated award fee is to be allocated to the evaluation periods in essentially equal amounts.
2. At the end of each award fee evaluation period, a contract modification will be issued authorizing the payment of award fee earned.

3. Any portion of the available award fee that is not earned during a given period is to be removed from the contract. The contract modification stipulating the value of the award fee earned will also decrease the value of both the award fee pool and the total contract by the amount of the award fee not earned.

4. The following award fee grades will be applied to assess the contractor's performance for each FPA during an award fee period:

<u>GRADE</u>	<u>AWARD FEE</u>
Excellent	90 - 100 points
Better Than Acceptable	80 - 89 points
Acceptable	70 - 79 points
Below Acceptable	0 - 69 points

The rating will then be multiplied by each FPA's respective weighting and totaled. This total will be compared with the ratings shown above to obtain the overall adjectival performance rating.

3. Rating Plan and Performance Standards:

Adjective	<u>% Of Award Fee Earned</u>	Characteristics
Rating		
EXCELLENT	70% - 100%	The contractor's performance significantly exceeds standard and although there may be a few examples of performance only meeting standard and/or needing improvements, all of which are minor, they are more than offset by cited examples of performance significantly exceeding standard.
BETTER THAN ACCEPTABLE	30% - 69 %	The contractor's performance generally exceeds standard and more than offsets the cited examples of performance only meeting standard and/or needing improvement.
ACCEPTABLE	1% - 29%	The contractor's performance meets standard with cited examples of performance exceeding standard approximately offset by cited examples of performance needing improvement.
BELOW ACCEPTABLE	NO AWARD FEE	The contractor's performance is significantly less than standard and although there may be a few examples of performance exceeding and/or meeting standard, they are more than offset by cited examples of performance needing major improvement.

The following schedule establishes the percent of award fee to be awarded for the numerical point value earned:

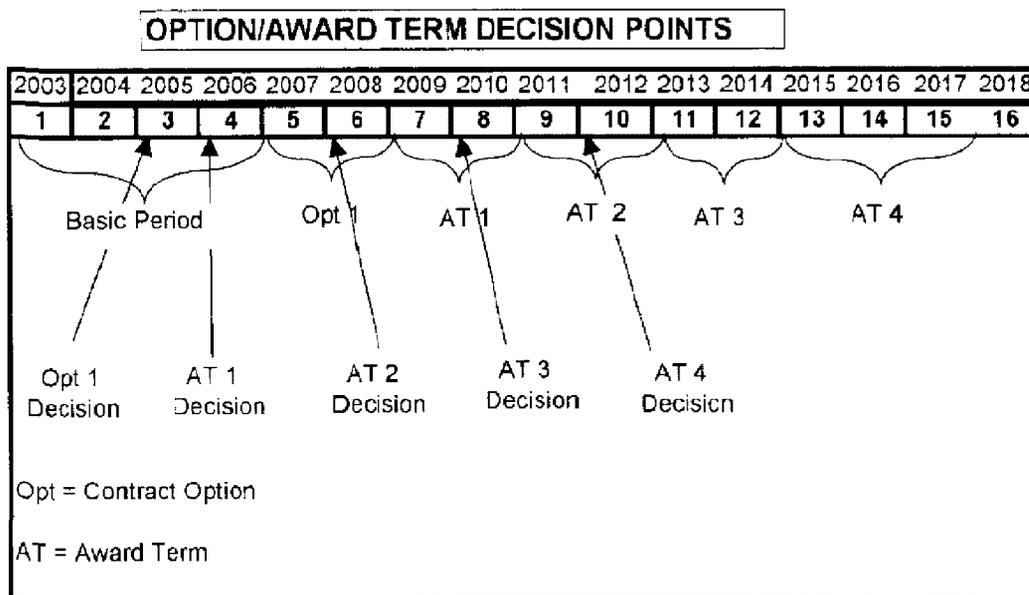
Evaluation Score	Percent of Award Fee Earned
70	1
71	3
72	6
73	9
74	12
75	15
76	18
77	21
78	24
79	27
80	30
81	34
82	38
83	42
84	46
85	50
86	54
87	58
88	62
89	66
90	70
91	73
92	76
93	79
94	82
95	85
96	88
97	91
98	94
99	97
100	100

4. Disposition of Unearned Award Fee: Any unearned award fee will be removed from the available pool. There are no special award fee provisions.

5. Contractor's Participation and Feedback: The contractor may submit a self-assessment report for each evaluation period. The report may be used by the AFEB in developing an adjective rating recommendation for the FPAs by comparing the contractor's assessment with the evaluation findings. The AFEB may also use the report to assess the integrity of the contractor in presenting an accurate and complete performance picture; the contractor's thoroughness in management toward the process as a whole and toward specific findings; the contractor's recognition of and responsiveness to problem areas. The AFEB may also use the report in evaluating the "Management Practices" FPA. The AFEB will provide the contractor a copy of its proposed report to the AFDO that shows the preliminary FPA adjective ratings and contains the rationale and data supporting the ratings. The contractor will be provided an opportunity to respond with additional and/or rebuttal data.

6. Performance Evaluations: Evaluation of the contractor's performance is to be accomplished in accordance with the procedural guidance in USASMDC Command Pamphlet 715-5, Appendix B.

7. **Earning Award Term:** At the conclusion of the third year of the basic contract period of performance, the Contractor's first award term performance will be evaluated. If performance over the evaluation period has been excellent as evident by the AFEB files and determined so by the ATDO, the Contracting Officer will award an additional 24-month period, subject to availability of funds/continuation of government's requirements. At the conclusion of the first year of each two-year award-term previously earned, the Contractor will again be evaluated. If performance continues to be at the excellent level for the last consecutive two year period, as evident by the AFEB files and determined so by the ATDO, the Contracting Officer will award the next term, subject to availability of funds/continuation of government's requirements. No additional performance terms may be earned after the period of performance of the second award term. Consequently, the maximum period of performance is 15 years, a four-year basic, one two-year option, three two-year award terms, and one three-year award term. Below is a chart depicting the periods of performance for the full potential fifteen years that sets forth the decision points for the award terms as well as exercise of the option.



8. The award fee/term determinations under this contract will be unilateral decisions made solely at the discretion of the government.

9. The AWARD FEE/TERM determination process and schedule of events are set forth in the Award Fee/Term Determination Plan attached to this contract.

GOVERNMENT-FURNISHED PROPERTY, MATERIAL, SUPPLIES AND SERVICES:

a. Base Support – In the performance of this contract, the contractor is authorized on a no-charge-for-use basis [except as stated in (5), (6), (7), (10), and (24)], the below listed Government Property, facilities, security and law enforcement services, and/or logistic support services to the extent available at the U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS), subject to the direction and control of the Commander, USAKA/RTS, or his designated representative:

(1) Subject to existing availability, housing for non-indigenous personnel at USAKA/RTS will be provided by the Government consistent with organizational position and family size. The Commander, USAKA/RTS, or his designated representative, will allocate housing as to number, type, and location in accordance with USAKA/RTS housing regulation 210-1. The Commander's housing allocation determinations shall be final and conclusive and

shall not be subject to the "Disputes" clause. Allocation of family housing and UPH to specific employees shall be in accordance with procedures developed and maintained by the Contractor and subject to review and comments by USAKA/RTS.

(a) The maximum number of single family housing units to be provided by the Government are:

IRE: 77 Permanent Family Housing Units
42 Modular (trailer) Units (See NOTE)
 119* TOTAL

LS: 140 Permanent Family Housing Units
50 Modular (trailer) Units (See NOTE)
 190 TOTAL

*Reduction of 66 IRE families based upon completion of the KMAR project prior to the start of the new contract.

(b) The maximum number of Unaccompanied Personnel Housing (UPH) to be provided by the Government on Kwajalein Island and Roi-Namur Island are as set forth below.

UNACCOMPANIED PERSONNEL HOUSING KWAJALEIN:

	<u>IRE**</u>	<u>LS</u>	<u>TOTAL</u>
Private Room with Common Latrine	0	20	20
Private Bath	121	327	448
UPH Trailer (See NOTE)	27	42	69

UNACCOMPANIED PERSONNEL HOUSING ROI-NAMUR:

Private Bath Private Suite	65	26	91
Private Bath UPH	25	85	110
UPH Trailer (See NOTE)	0	2	2

**Reduction of 11 IRE unaccompanied personnel based upon losses resulting from the KMAR project prior to the start of the new contract.

(2) Unaccompanied personnel (whether single, divorced, separated, head-of-household, or married not accompanied by family members at USAKA/RTS) permanently assigned to UPH that lacks adequate food preparation facilities, shall be provided Government-furnished meals in dining facilities (base operations or retail) at Kwajalein, Meck, and Roi-Namur Islands.

(3) Either a box lunch (preferred) or a hot meal shall be furnished to Marshallese employees, consistent with the meal provided to non-Marshallese employees of the same crew. The meal shall be provided, on a non-reimbursable basis, when:

(a) Marshallese employees are assigned to work on an island with no dining facilities and the work schedule includes the lunch period and/or extends more than six hours beyond the lunch period, or

(b) A duly authorized manager/supervisor determines that the critical or emergency nature of a work assignment precludes the crew from leaving the work site and orders meals for the entire work crew.

(4) Kindergarten, elementary, and high school educational services at USAKA/RTS for dependents of employees residing in family housing.

(5) Use of the Military Postal System at USAKA/RTS by the contractor, subcontractors, employees and their authorized dependents provided that services/supplies shall be paid at current postal rates.

(6) On-site medical and dental services for all USAKA/RTS personnel will be provided by the LSC, at rates established by USAKA/RTS. All on-site employees and their on-site authorized dependents are authorized round trip air travel to the nearest adequate medical or dental facility following medical or dental determination by appropriate on-site authority that evacuation is necessary. [See (7) below].

(7) Transportation of contractor employees and their authorized dependents to and from USAKA and Hickam Air Force Base (AFB), Honolulu, Hawaii, shall be via Air Mobility Command (AMC) to the maximum extent possible. U.S.-flagged air carrier commercial airlines may be utilized in lieu of AMC airlift support only when it is determined to be in the best interest of the government by the Contracting Officer. The contractor should refrain from booking passengers on any AMC flight executed through the use of the C-141 aircraft; currently this represents one flight per week departing Hickam, AFB on Fridays, and arriving/departing Kwajalein on Saturdays. It is allowable to utilize the C-141 aircraft during periods of peak travel when all commercial flights are booked, or if no other commercial flight is available to satisfy travel requirements. The contractor shall utilize a USAKA-assigned AMC billing code for all air travel on AMC aircraft. All on-site employees and their onsite authorized dependents are authorized round trip air travel to the nearest adequate medical or dental facility following medical or dental determination by appropriate on-site authority that evacuation is necessary.

(8) For LSC PWS requirements only, calibration of hospital/dental clinic X-ray equipment to the extent Tripler Army Medical Center personnel are timely available.

(9) Intra-atoll air and water transportation for personnel and equipment at USAKA/RTS will be provided by the LSC to support the requirements of the IRE PWS.

(10) Basic business telephone services at USAKA/RTS. However, personal residence TV cable, internet, and/or phone services, as available and provided, are at rates established by USAKA/RTS.

(11) Access to the Defense Information Systems Network (DISN) for teletype communications, the Defense Switched Network (DSN), and to the USAKA/RTS intranet network. Access to DSN by the contractor shall be restricted to essential official business communications required in the performance of PWS requirements.

(12) Existing equipment and office and technical facilities. For the IRE PWS requirements only, the LSC will provide general maintenance of all government-provided equipment and facilities not an integral part of technical facilities.

(13) Existing equipment and facilities configuration, maintenance, and operations documentation.

(14) For the IRE PWS requirements only, the LSC will provide custodial services to facilities located on Kwajalein, Roi-Namur, and Meck Islands; trash and recycle collection, to include the outer islands used in the performance of IRE requirements; and grounds keeping for all areas.

(15) For the IRE PWS requirements only, all utilities services will be provided by the LSC.

(16) Existing general office equipment, furniture and supplies at USAKA/RTS. For the IRE PWS effort only, this includes repair, replacement, and maintenance, provided by the LSC, of such equipment and furniture. However, the maintenance of work-related personal computers at Roi-Namur, as well as some electronic office equipment under MIT/LL's property control, shall be provided by the IRE contractor.

(17) Supplies to the extent available from Government supply sources via MILSTRIP requisitions processed by the LSC contractor.

(18) Property available from Government excess required to meet PWS requirements.

(19) For the IRE PWS effort only, fire prevention and protection services will be provided by the LSC.

(20) For the IRE PWS effort only, general maintenance and repair, painting, plumbing, and welding support services for the IRE technical facilities at Roi-Namur (KREMS buildings and radar systems, optics sites, and telemetry sites) will be provided by the LSC.

(21) Administrative, non-tactical, and special purpose vehicles and other TDA equipment available from government inventory control points for use at USAKA/RTS. Administrative vehicles provided in support of IRE PWS requirements include petroleum, oil, and lubricants (POL) and maintenance provided by the LSC.

(22) For the LSC PWS effort only, bulk POL.

(23) The contractor shall ship all cargo to and from the Continental United States (CONUS)/Hawaii and USAKA/RTS via the following Government-provided transportation, unless commercial transportation is specifically approved:

(a) Surface transportation from the West coast, e.g. San Francisco area, and Honolulu, Hawaii will be provided by the Military Traffic Management Command (MTMC).

(b) Air transportation from Travis Air Force Base (AFB), CA and Hickam AFB, HI will be provided by the U.S. Air Force Air Mobility Command (AMC).

(24) Packaging and crating of household goods and personal effects will be provided by the LSC for shipments originating on USAKA/RTS. All shipping costs for personal effects and household goods in excess of the maximum allowances provided for in the contractor's government-approved personnel policies and benefits shall not be an allowable contract cost.

(25) For IRE PWS requirements only, security for access control at KREMS facilities on Roi-Namur Island; area security and law enforcement services on all islands where IRE facilities are located; and access control for specific situations (classified meetings, mission operations, etc.).

(26) Five UH-1 rotary-wing aircraft will remain in service as Government-furnished equipment.

(27) All computer systems and software, except specific contractor proprietary software.

(a) All Government furnished computer hardware will meet the following minimum requirements:

Pentium II
300 KHz or greater
10 Gigabyte hard-drive
128K RAM
Internal PCMCIA card reader
Internal Zip/Jaz drive
CDROM
3 1/2" internal disk drive

(b) All Government furnished software will meet the following minimum requirements:

Windows NT 4.0 or Windows 2000 Operating System
Microsoft Office 2000 Professional
Microsoft Internet Explorer or Netscape Browser

(c) Software to be provided by the Government includes, but is not limited to, the Kwajalein Business Network, School Networks, USAKA Networks, and KEAMS.

b. Government Furnished Property (GFP):

(1) Army Property – In the performance of both the IRE and LSC efforts, the contractor is authorized use of, and is accountable for and responsible for the GFP in the respective GFP lists identified in Section J, List of Attachments.

(2) Air Force Property – In the performance of the IRE PWS requirements, the contractor is authorized to use the ALTAIR, TRADEX, ALCOR, MMW, and KMCC Systems located on Kwajalein and Roi-Namur Islands (located in the Kwajalein Atoll). The aforesaid facilities are accountable to and shall remain the responsibility of MIT/LL under Contract No. F19628-85-C-0002, or its successor contract. The Contractor may not remove the property from Government premises.

(3) Residual Property - The residual property (government-provided materials and supplies not specifically cited on the GFP lists attached to the contract) on hand upon completion of IRE Contract DASG60-93-C-0023 and LSC DASG60-94-C-0067 will be furnished to the contractor for use in performing the respective IRE and LSC efforts.

(4) Government Supply Sources – Supplies required for contract performance to the extent available from Government sources (via MILSTRIP requisition) and as authorized by the Contracting Officer.

(5) Reference is made to a.(18) above. The contractor shall comply with the instructions of the Contracting Officer or the Contracting Officer's Representative designated to perform the duties of Plant Clearance Officer in the performance of the requirements of FAR Subpart 45.6 relating to the reporting, redistribution, and disposal of personal property.

(6) Co-Location of Personnel in CONUS – Office space and furniture, including telephone, e-mail account and network connection with access to local network printers and internet connection, will be provided for up to six contractor personnel to be co-located within the Kwajalein Support Directorate in Huntsville, Alabama. Contractor will provide computers. Classified e-mail accounts will be provided to contractor personnel as needed and determined by the government.

PROVISIONS OF FUNDING UNDER THE NATIVE AMERICAN INCENTIVE CLAUSE

The parties have agreed that, subject to the allocation of Indian Incentive Program funding by the Office of the Secretary of Defense Small and Disadvantaged Business Office for obligation under this contract, the provision at FAR 52.226-1, Utilization of Indian Organizations and Indian Owned Economic Enterprises (June 2000), is incorporated into this contract. To the extent that such Indian Incentive Program Funding is not allocated by the Office of the Secretary of Defense SADBUD Office for obligation under this contract, FAR 52.226-1 shall be inoperable, and the U.S. Army and U.S. Army Space and Missile Defense Command shall not be obligated to fund it from other appropriations which may be available to them. The contractor shall provide 20% of any Indian Incentive Program fees derived from this provision to the Quality of Life Integrated Product Team (QOL/IPT) for the general improvement of the USAKA/RTS community as that IPT deems appropriate.

The funding provided under CLIN 0001AE for this incentive is not subject to the any withholding provisions of this contract.

SECTION I - CONTRACT CLAUSES

The following have been modified:

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$-0- or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of the Republic of the Marshall Islands, or from which the Contractor or any subcontractor under this contract is exempt under the laws of the Republic of the Marshall Islands, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(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):

www.arnet.gov

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

- a. FAR Contract Clause 52.222-26, Equal Opportunity, add the following preamble:

This clause is not applicable if this contract is exempt under FAR 22.807 or FAR 22.1308. Exemptions include contracts and subcontracts not exceeding \$10,000, and work under contracts and subcontracts which is to be performed outside the United States by employees who were not recruited within the United States.

- b. FAR Contract Clause 52.222-36, Affirmative Actin for Workers with Disabilities, add the following preamble:

This clause is not applicable if this contract is exempt under FAR 22.1408. Exemptions include contracts and subcontracts not exceeding \$2,500, and work under contracts and subcontracts which is to be performed outside the United States by employees who were not recruited in the United States.

- c. FAR Contract Clause 52.222-4, Contract Work Hours and Safety Standards Act – Overtime Compensation, and FAR Contract Clause 52.222-41, Service Contract Act of 1965, As Amended, add the following preamble:

These clauses are applicable only to work performed within the United States.

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

The following included by reference have been revised:

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 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-8	Helium Requirement Forecast And Required Sources For Helium	JUN 1997

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
52.215-2 Alt III	Audit and Records--Negotiation (Jun 1999) Alternate III	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
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
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
52.216-7	Allowable Cost And Payment	FEB 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	FEB 1999
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
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-3	Buy American Act--North American Free Trade Agreement--Israeli Trade Act	MAY 2002
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
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
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
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 II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	JUN 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 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	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
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
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.217-7002	Offering Property For Exchange	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7004	Small, Small Disadvantaged Women-Owned Business Subcontracting Plan (Test Program)	JUN 1997
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991

252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7020	Rights In Data--Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
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
252.228-7002	Aircraft Flight Risk	SEP 1996
252.228-7003	Capture and Detention	DEC 1991
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.235-7003	Frequency Authorization	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.251-7000	Ordering From Government Supply Sources	MAY 1995

The following included by full text have been revised:

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)--ALTERNATE I (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format:

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are--
- (A) Noncommercial items; or
- (B) Commercial items that--
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh

Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The Table of Contents has changed from:

SECTION J List of Documents, Exhibits and Other Attachments

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254) for Logistics Support	18 Sep 02	7

Contract Security Classification Specification (DD Form 254) for Integrated Range Engineering	18 Sep 02	7
Contract Data Requirements List (CDRL) Master Index		6
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List (NOTE: Data Item Descriptions listed in DOD 5010.12L have not been provided with this solicitation. See FAR Clause 52.211-2 cited in Section L of this RFP.)(Some DIDs have been placed in the Offeror's Document Collection)	31 Oct 01	63
Contract Data Requirements List (DD Form 1423) Exhibit B with Distribution List (NOTE: Data Item Descriptions listed in DOD 5010.12L have not been provided with this solicitation. See FAR Clause 52.211-2 cited in Section L of this RFP.)(Some DIDs have been placed in the Offeror's Document Collection)	31 Oct 01	33
U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) Performance Work Statement (PWS) USAKA/RTS 03-01 Logistics Support (L.S) and Integrated Range Engineering (IRE) Support Services	1 Nov 02 (as revised 17 MAR 03)	291
Government Furnished Property Lists attached hereto by Reference:		
KLS-IRE SOH Material	8 Sep 2001	
KLS, IRE and MIT Property Listing	1 Sep 2001	
Analysis of Existing Facilities (See PWS paragraph 3.C.4.a.1)	July 2001	157
Financial Requirements Manual	31 Jul 01	17
Financial Policy and Rate Manual Revision 3	4 Mar 00	37
Award Fee/Award Term Plan (See also Sections B and H)	20 Sep 01	21
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
Ballistic Missile Defense Organization Security (OPSEC) threat document which is classified SECRET, attached hereto by reference. Upon request, the Contracting Officer will provide.	Dec 84	18
Strategic Defense Initiative Organization Foreign Intelligence Collections Threat to Strategic Defense Initiative Programs	29 Jun 92	16

threat document which is classified SECRET NOFORN, incorporated herein by reference. Upon request, the Contracting Officer will provide.

Department of Defense Directive 5230.24, Distribution Statements on Technical Documents, incorporated herein by reference. Upon request, the Contracting Officer will provide.	18 Mar 87	
Department of Defense Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure, incorporated herein by reference. Upon request, the Contracting Officer will provide.	6 Nov 84	
KRS Small Business Subcontracting Plan	9 Sep 02	11

Contractor's Section K Representations, Certifications, and other Statements of Offeror are incorporated herein by reference.

to:

SECTION J List of Documents, Exhibits and Other Attachments

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

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Contract Data Requirements List (DD Form 1423) Exhibit B with Distribution List (NOTE: Data Item Descriptions listed in DOD 5010.12L have not been provided with this solicitation. See FAR Clause 52.211-2 cited in Section L of this RFP.)(Some DIDs have been placed in the Offeror's Document Collection)	25 Apr 03	33
U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS)	1 Nov 02	304

Performance Work Statement (PWS) USAKA/RTS 03-01 (as revised 18 APR 03)
Logistics Support (LS) and Integrated Range Engineering (IRE)
Support Services

Government Furnished Property Lists attached hereto by
Reference:

KLS Real Property	1 Mar 2003	
IRE Tagged Equipment	1 Mar 2003	
IRE Material	1 Mar 2003	
KLS Tagged Equipment	1 Mar 2003	
KLS Material	1 Mar 2003	
Spare Parts for 1900 D Aircraft	1 Mar 2003	
Analysis of Existing Facilities (Sec PWS paragraph 3.C.4.a.1)	July 2002	158
Financial Requirements Manual	27 May 2003	17
Financial Policy and Rate Manual Revision 4	8 Apr 2003	40
Award Fee/Award Term Plan (See also Sections B and H)	20 Sep 01	21
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
Ballistic Missile Defense Organization Security (OPSEC) threat document which is classified SECRET, attached hereto by reference. Upon request, the Contracting Officer will provide.	Dec 84	18
Strategic Defense Initiative Organization Foreign Intelligence Collections Threat to Strategic Defense Initiative Programs threat document which is classified SECRET NOFORN, incorporated herein by reference. Upon request, the Contracting Officer will provide.	29 Jun 92	16
Department of Defense Directive 5230.24, Distribution Statements on Technical Documents, incorporated herein by reference. Upon request, the Contracting Officer will provide.	18 Mar 87	
Department of Defense Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure, incorporated herein by reference. Upon request, the Contracting Officer will provide.	6 Nov 84	

Contractor's Section K Representations, Certifications, and other Statements of Offeror are incorporated herein by reference.

(End of Summary of Changes)

The parties hereby agree that the foregoing modification constitutes full and complete settlement for any and all equitable adjustments associated with the Alpha Contracting Agreement and the Contractor's proposal dated 19 May 2003.

In consideration of the modification agreed to herein as complete equitable adjustment for the Contractor's proposal dated 19 May 2003, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.