

2. CONTRACT NO. **NNM08AA54C** 3. EFFECTIVE DATE **JUL 01 2008** 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. **4200223562**

5. ISSUED BY **Procurement Office** **National Aeronautics and Space Administration** **George C. Marshall Space Flight Center** **Marshall Space Flight Center, AL 35812** CODE **MGC/PS33** 6. ADMINISTERED BY (If other than Item 5) **NASA/Marshall Space Flight Center** **Attn: PS32/Anna Stovall** **Marshall Space Flight Center, AL 35812** **(256) 544-0741**

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code) **EG&G Technical Services, Inc.** **Attn: Gary Dylewski** **9950 Federal Drive, Suite #300** **Colorado Springs, CO 80921** 8. DELIVERY FOB ORIGIN OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT **Net 30** 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN **IN: > ITEM 12**

CAGE CODE: **3H110** VENDOR CODE: **125** 11. SHIP TO/MARK FOR CODE **AS24** 12. PAYMENT WILL BE MADE BY CODE

Central Receiving, Building 4631 **National Aeronautics and Space Administration** **George C. Marshall Space Flight Center** **Marshall Space Flight Center, AL 35812** **Attn: James "Keith" Sharp/AS24** **NSSC - FMD Accounts Payable** **BLDG #1111, C. Road** **Stennis Space Center, MS 39529** **e-mail: NSSC-AccountsPayable@nasa.gov fax: 1-866-209-5415**

13. AUTHORITY FOR USING OTHER THAN FULL & OPEN COMPETITION: 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) () 14. ACCOUNTING AND APPROPRIATION DATA

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Center Operations Support Services as identified in B.1				

David A. Losco
APPROVED:
PROCUREMENT OFFICE

15G. TOTAL AMOUNT OF CONTRACT >

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (attachments are listed herein.) 18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) **Robert D. Miller - Director - Business Operations** 19C. DATE SIGNED **5/9/08** 20A. NAME OF CONTRACTING OFFICER (Type or print) **David A. Losco** 20B. UNITED STATES OF AMERICA BY *David A. Losco* 20C. DATE SIGNED **MAY 29 2008** (Signature of person authorized to sign) (Signature of Contracting Officer)

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SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

- A. The purpose of this contract is to acquire a broad range of Center Operation Support Services (COSS) for the Marshall Space Flight Center (MSFC). This performance-based contract provides two basic methods for the acquisition of these services.
1. The first method is Firm Fixed Price (FFP) Lump Sum. Under this method, the Contractor is required to furnish all the services listed in each part of Attachment J-1, Performance Work Statement (PWS) identified as Lump Sum. The services to be provided on a Lump Sum basis are subject to the "Variation in Quantity" clause which is set forth in Clause F.2.
 2. The second method for acquiring services is through the use of an Indefinite Delivery Indefinite Quantity (IDIQ) provision. Work under the IDIQ portion will either be FFP, Prepriced Work (PPW), or Time and Materials (T&M). The purpose of this provision is to allow the Government to acquire indefinite services as addressed under Attachment J-1. IDIQ requirements cannot be adequately defined for inclusion in the Lump Sum portion of the contract. These IDIQ services are not subject to Clause F.2, "Variation in Quantity."
- B. The Contractor shall provide all resources, including management, supervision, labor, materials, tools, and equipment (except as may be expressly stated in this contract as made available by the Government) necessary to provide COSS in accordance with the Description/Specifications/Work Statement in Attachment J-1.

(End of Clause)

B.2 GENERAL

This contract is a performance-based contract containing FFP Lump Sum and FFP, PPW, or T&M IDIQ work. This contract is for a one-year base period and four 1-year option periods. The contract includes a Schedule of Prices from which deductions shall be taken for work that is not performed or does not meet the requirements specified. All work shall be performed under the terms and conditions of this contract as either FFP Lump Sum or as IDIQ.

A. FFP Lump Sum Work

Work that can be identified in advance, both in sufficient detail and quantities, and for which a fair and reasonable price can be obtained is identified as FFP Lump Sum work, henceforth identified as Lump Sum work. Lump Sum prices include all overhead, G&A, profit, and anything else that applies to delivering the services listed in the "Schedule of Prices for Lump Sum Work," located at the end of this section. Lump Sum work in this contract includes all work identified in each part of Attachment J-1 as Lump Sum work and is subject to the deductions determined by the Performance Requirements Summary (PRS) in conjunction with the Schedule of Prices and the Consequences of Contractor's Failure to Perform Required Services Clause in Section E. All work specified as Lump Sum is not subject to the application of a coefficient factor (addressed in Clause B.5).

B. Indefinite Quantity (IDIQ) Work

Work that is of a recurring nature but cannot be sufficiently identified or quantified in advance is identified as IDIQ work. IDIQ work includes all work identified as IDIQ in Attachment J-1. IDIQ will be issued as either FFP, PPW, or T&M. FFP may be based on Unit Price Book labor hours, fixed bare labor rates, and materials, or a combination of these with Specialty Services and/or PPW. Specialty Services may be stand-alone FFP work. T&M work will be limited to those instances where the Government decides that work cannot be adequately defined at any time during the work process to develop a FFP cost estimate. See Clause B.5, for applicable coefficients. IDIQ shall be ordered in accordance with Federal Acquisition Regulation (FAR) clauses I.4 Ordering, I.5 Order Limitations, I.6 Indefinite Quantity, and B.4 Ordering Procedures.

The guaranteed minimum quantity of work that will be ordered under the IDIQ portion of this contract shall be \$1,000,000 per contract year. The maximum amount, not-to-exceed (NTE), of IDIQ work the Government may order is the IDIQ ceiling dollar value for the contract base period and option periods as listed below:

CEILING VALUE

Base Period	\$18,000,000
Option Period 1	\$25,000,000
Option Period 2	\$25,000,000
Option Period 3	\$25,000,000
Option Period 4	\$25,000,000
TOTAL	\$118,000,000

The Government is not obligated to place any orders under this contract for IDIQ work except for the guaranteed minimum stated above. If the Government orders supplies or services in excess of the minimum but not up to the maximum, this circumstance shall not constitute the basis for an equitable price adjustment.

(End of Clause)

B.3 **SCHEDULE OF PRICES**

- A. The total firm fixed price of all Lump Sum work contained in Attachment J-1 is delineated in the "Schedule of Prices for Lump Sum Work," located at the end of this section, for the base year and each of the four option years. When there is a difference between a unit price and the extended total amount, the unit price is held to be the intended price and the total amount will be calculated accordingly. The "Schedule of Prices for Lump Sum Work" is in Microsoft Excel spreadsheets (reference Clause B.9).
- B. IDIQ price schedules for the base year and each of the four option years utilizing Microsoft Excel spreadsheets titled "Schedule of Prices for Prepriced Work," "Schedule of Prices for Coefficients," and "Schedule of Prices for Fixed Bare Labor Rates" are located at the end of this section (reference Clause B.9).
- C. The total estimated not-to-exceed amount for performance of all work for the applicable price is as follows and shall not be exceeded without prior written approval of the Contracting Officer.

<u>PERIOD COVERED</u>	<u>LUMP SUM AMOUNT</u>	<u>NTE IDIQ AMOUNT</u>	<u>TOTAL ESTIMATED NOT-TO-EXCEED</u>
Base Period: 7/1/08 - 6/30/09	(b)(4)	\$18,000,000	(b)(4)

Total not-to-exceed price for each option year is set forth below:

<u>PERIOD COVERED</u>	<u>LUMP SUM AMOUNT</u>	<u>NTE IDIQ AMOUNT</u>	<u>TOTAL ESTIMATED NOT-TO-EXCEED</u>
Option Year 1 7/1/09 - 6/30/10	(b)(4)	\$25,000,000	(b)(4)
Option Year 2: 7/1/10 - 6/30/11	(b)(4)	\$25,000,000	(b)(4)
Option Year 3: 7/1/11 - 6/30/12	(b)(4)	\$25,000,000	(b)(4)
Option Year 4: 7/1/12 - 6/30/13	(b)(4)	\$25,000,000	(b)(4)

(End of Clause)

B.4 IDIQ ORDERING PROCEDURES

- A. The Contracting Officer shall issue all IDIQ work under this contract. As required, blanket Delivery Orders (DOs) shall be issued to establish a dollar value ceiling for issuance of Facility Work Requests (FWRs). Technical monitors, appointed by the Contracting Officer, shall direct the issuance of FWRs to request and schedule specific services under \$500,000. All FWRs shall be subject to the review and approval of the Contracting Officer's Technical Representative. Delivery Orders will be issued on OF 347 - Order for Supplies or Services, and FWRs will be issued on Form 199, Facility Work Request.
- B. Emergency requests may be issued by oral communication with established not-to-exceed values, where written confirmation will follow within 72 hours. Upon written confirmation, the Contractor shall follow the IDIQ procedures outlined in Attachment J-1, Paragraph 1.6.

(End of Clause)

B.5 IDIQ WORK**A. PREPRICED - IDIQ WORK**

The Contractor shall perform any and all functions specified in the PWS as Prepriced for the amounts offered in the Clause B.9 Microsoft Excel spreadsheet titled "Schedule of Prices for Prepriced Work," (reference Clause B.9) for the base and each option year, included at the end of this section. The Contractor shall prepare proposals in accordance with the provisions of Attachment J-1, Paragraph 1.6 for Prepriced IDIQ work. Prepriced work includes all costs, direct and indirect, including labor, materials, tools, and special equipment, overhead, G&A, and profit, to provide one unit of work-in-place, as listed on the "Schedule of Prices for Prepriced Work" (reference Clause B.9).

B. COEFFICIENT FACTOR – FFP IDIQ

The Contractor shall perform any and all Unit Price Book, Fixed Labor Rate, and Specialty Services specified in the PWS, on individual FWRs or DOs, against this contract for the bare cost specified, multiplied times an applicable coefficient factor described and explained below. As used herein, bare costs means the amount agreed to or determined in accordance with the provisions of Attachment J-1 before the application of the applicable coefficient factor. The coefficient factor submitted by the Contractor for the base year and each option year, in the "Schedule of Prices for Coefficients" (reference Clause B.9) located at the end of this section, shall be applied to the total of the bare costs to establish the price of each FWR or DO.

1. Labor Coefficient

The following three (3) subfactors are used to develop the Contractor's coefficient factor:

a. Indirect Subfactor

The Indirect Subfactor includes, but is not limited to, all costs that would normally be charged as indirect. Accordingly, the specified price of individual FWRs or DOs will not include costs for any of the following, or any other costs which are normally treated as indirect: General and Administrative; Overheads; Labor Burdens; Subcontract Administration; Quality Control; Office Management and Equipment; Project Management and Supervision; Proposal Preparation; Price Quotations; Employee Payroll Taxes; Insurance; Business Taxes; Memberships; Depreciation of Equipment, Tools, and Office Equipment;

Compliance with Tax and Labor Laws; Accounting; Procurement; Personnel Administration; Training/Certifications; Safety and Compliance with Environmental Laws (for example: Safety Rails, face and clothing protection); As-built Drawings; Submittals; Permits; Licenses; Insurance; Protection of and/or Moving Government Property; Costs for signs, traffic cones, barricades, caution tape, safety tape; Temporary Utilities; All Waste and Excess Material; Costs for confined entry equipment; Asbestos equipment, such as HEPA vacuums, decontamination units, and respirators; Mobilization and Close-out for each FWR/Delivery Order; General Equipment including Ladders, Scaffolding, Wheelbarrows, Small commonly used Tools and other Construction Aids; Security; Costs for cleanup work including vacuums, filters; Dumpster and Loading Charges; Subcontractor mark-ups for overhead and profit; and Bin Materials and supplies listed in Attachment J-1.

The Indirect Subfactor should be entered as a multiplier in the "Schedule of Prices for Coefficients" reference Clause B.9.

b. Work Conditions Subfactor:

Some or all of the following work conditions apply to most FWRs or DOs issued by the Government at MSFC and therefore shall be included in the Contractor coefficient factor and not priced separately in individual FWRs or DOs. The Contractor shall include in this subfactor any adjustments necessitated by operating under these conditions:

- (1) Working in occupied areas
- (2) Working through/above ceiling grids
- (3) Disruptions and allowances for utility and equipment outages
- (4) Working in phases
- (5) Disruptions and allowances for tests
- (6) Disruptions and allowances for excavation and work restrictions during missions

The Work Condition Subfactor should be entered as a multiplier in the "Schedule of Prices for Coefficients" (reference Clause B.9).

c. Profit Subfactor

This subfactor represents the percentage of profit for the IDIQ portion of the contract. The Profit Subfactor should be entered

as a multiplier in the "Schedule of Prices for Coefficients" (reference Clause B.9).

The resulting Contractor FFP coefficient is the product of the applicable subfactors.

2. Material Coefficient

Material handling coefficient shall include only costs clearly excluded from the labor-hour rate. Material handling coefficient may include all appropriate indirect costs allocated to direct materials in accordance with the Contractor's usual accounting procedures.

C. COEFFICIENT FACTOR - T&M IDIQ WORK

1. Labor Coefficient

The following two (2) subfactors are used to develop the Contractor's T&M labor coefficient factor:

a. Indirect Subfactor:

The indirect subfactor shall consist of the Contractor's overhead and general and administrative expense.

The indirect subfactor should be entered as a multiplier in the "Schedule of Prices for Coefficients" (reference Clause B.9).

b. Profit Subfactor:

This subfactor represents the percentage of Profit for T&M IDIQ. The Profit Subfactor should be entered as a multiplier in the "Schedule of Prices Coefficients" (reference Clause B.9).

The resulting Contractor T&M labor coefficient is the product of the applicable subfactors.

2. Material Coefficient

Material handling coefficient shall include only costs clearly excluded from the labor-hour rate. Material handling coefficient may include all appropriate indirect costs allocated to direct materials in accordance with the Contractor's usual accounting procedures.

D. SPECIALTY SERVICES AND EQUIPMENT COEFFICIENT

Some items that are included in IDIQ work shall be priced as specialty services and equipment. This will include major equipment purchases as single self-functioning units, costing \$10,000 or greater or services such as tube cleaning or unexploded ordinance surveys. The Contractor's proposed specialty services and equipment quotes will be adjusted by the "Specialty Services and Equipment Coefficient (CLIN 00X3.007)".

Specialty Services and Equipment will not utilize the coefficient factor and subfactors detailed above, but will have a separate and unique coefficient specifically for subcontracted work. This coefficient, submitted by the Contractor, will be fixed for the base year and each option year and detailed in the Microsoft Excel spreadsheet titled "Schedule of Prices for Coefficients" located at the end of this section (reference Clause B.9).

The subfactors and coefficients for FFP, T&M, and Specialty Services and Equipment work for each contract period are as depicted in the Microsoft Excel spreadsheet titled "Schedule of Prices for Coefficients" (reference Clause B.9).

Fixed Bare Labor Rates are considered non-Prepriced items. These rates are fixed for the base year and each option year, as submitted by the Contractor and detailed in the Microsoft Excel spreadsheet titled "Schedule of Prices for Fixed Bare Labor Rates" (reference Clause B.9).

(End of Clause)

B.6 METHOD OF DEDUCTIONS

This contract is performance-based and utilizes various means to calculate deductions if the Contractor fails to perform required services. The Schedules of Prices, the Contractor's Self-Evaluation of Performance, and the Performance Requirements Summary (PRS) will be used to assess the Contractor's performance and to determine deductions pursuant to the Consequences of Contractor's Failure to Perform Required Services Clause in Section E.

The prices for this effort in the "Schedule of Prices for Lump Sum Work" are located at the end of this section (reference Clause B.9). These prices will be used to calculate the deductions defined by the PRS located in Section E.

(End of Clause)

B.7 **CONSIDERATION AND PAYMENT**

- A. Lump Sum (Firm Fixed Price) Work - The Contractor shall be paid for the work called for in Attachment J-1, identified as Lump Sum work, as set forth in the "Schedule of Prices for Lump Sum Work" (reference Clause B.9). Payment for completed Lump Sum work, minus any deductions made pursuant to the Consequences of Contractor's Failure to Perform Required Services Clause in Section E, shall be made monthly upon submission of Contractor's properly certified invoices, after the Performance Evaluation Meeting with the Contractor. The Contractor shall submit a monthly Self-Evaluation of Performance (See Clause E.6). Deductions for nonconforming work shall be taken on a monthly basis from the Contractor's invoice. The Contractor's Self-Evaluation will be considered by the Government in its monthly evaluation of nonconforming work.
- B. IDIQ Work - The Contractor shall be paid for the work called for in Attachment J-1, identified as IDIQ work, as ordered and satisfactorily completed minus any deductions made pursuant to the Consequences of Contractor's Failure to Perform Required Services Clause in Section E. Payment for completed IDIQ work will be itemized on one monthly invoice for completed individual FWR and DOs.

For those FWR's that exceed \$50,000, the contractor can receive partial payments of no more than 85% of unique and identifiable material costs incurred under each maintenance job. Unique and identifiable material shall generally be considered major equipment purchases as single self functioning units costing \$5,000 or more. The Government may allow partial payment for other items purchased for a single job where the quantity purchased, in the opinion of the government, makes the items identifiable to the specific job for which they were purchased. Small items must be in factory sealed case lots to expedite inventory by the Government prior to payment. Material that is submitted for partial payments shall be clearly marked with the FWR number and segregated from other material. It is acceptable to place such material with other material purchased for the same FWR for kitting purposes.

For those FWR's that exceed \$50,000 and have a period of performance of 60 calendar days or longer, the contractor can receive partial payments of no more than 85% of labor costs expended.

Each request for partial payment shall exceed \$10,000 per FWR and be identified to the Contract Monitor within two working days after the close of the invoice period for verification.

Section B

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A deduction for nonconforming work shall be taken monthly from the Contractor's invoice. The Contractor shall submit a Self-Evaluation of Performance each month (See Clause E.6). The Contractor's self-evaluation will be considered by the Government in its monthly evaluation of nonconforming work.

- C. All as-built drawings and other required submittals shall be submitted prior to acceptance of the work and final payment of any FWR or DO.
- B. The data required in DRD 1197MA-003, along with the Contractor's SF 1034 - Public Voucher for Purchases and Services Other Than Personal, shall serve as the complete invoice. The Contractor shall identify capital assets separately on its invoices. Distribution shall be in accordance with the DRD

(End of Clause)

B.8 LIMITATION OF FUNDS (FIXED-PRICE CONTRACTS) (NFS 1852.232-77)
(MAR 1989)

- A. Of the total price of items identified for the Option Year One, the sum of \$7,436,963.46 is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date	December 31, 2009	Amount	\$15,920,718
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- B. The Contractor agrees to perform or have performed work as specified in paragraph A. above up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs F. and G. of this clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- C. 1. It is contemplated that funds presently allotted to this contract will cover the work to be performed until December 31, 2009.

2. If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 calendar days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs F. and G. of this clause will approximate 75 percent of the total amount then allotted to the contract.
 3.
 - a. The notice shall state the estimate when the point referred to in subparagraph above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph 1. above, or an agreed date substituted for it.
 - b. The Contractor shall, 60 calendar days in advance of the date specified in subparagraph 1. above, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
 4. If, after the notification referred to in subdivision 3.a. above, additional funds are not allotted by the date specified in subparagraph 1. above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- D. When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs B. and C., above shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- E. If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the

items to be delivered, or in the time of delivery, or both.

- F. The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph A., above. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

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B.9 SCHEDULE OF PRICES

Note: Five files containing the Schedules of Prices are an integral part of Section B and are inserted here. References to these Schedules throughout this contract are made to the titles of the files.

Lump Sum Schedule of Prices

1. Excel File (spreadsheet) "Schedule Of Prices For Lump Sum Work"

IDIQ Schedule of Prices

2. Excel File (spreadsheet) "Schedule Of Prices For Prepriced Work"
3. Excel File (spreadsheet) "Schedule Of Prices For Coefficients"
4. Excel File (spreadsheet) "Schedule Of Prices For Fixed Bare Labor Rates"

Contract Line Item Number (CLIN) Explanation

5. Word File "Contract Line Item Number (CLIN) Explanation"

Each of the Microsoft Excel spreadsheets listed above includes worksheets for the base period and each option year.

(End of Clause)

[END OF SECTION]

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