


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE R	PAGE OF PAGES 1   12	
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 30-Aug-2006	4. REQUISITION/PURCHASE REQ. NO. N0002406FR51050		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAVAL SEA SYSTEMS COMMAND STOP 2020 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2020		CODE N00024	7. ADMINISTERED BY (If other than item 6) DCMC SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) [REDACTED] ANY ENSE SYSTEMS 8680 BALBOA AVENUE SAN DIEGO CA 92123-1502			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. N00024-06-C-2207	
			X	10B. DATED (SEE ITEM 13) 01-Nov-2005	
CODE 3J458	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) <b>See Schedule</b>					
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).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 43.103(B) and Section B clause entitled "DETERMINATION OF AWARD FEE (NAVSEA)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: vscharrj065251 See Page 2					
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) SCOTT S. ANDERSON / SEA 022 - CONTRACTING OFFICER TEL: (202) 781-2809 EMAIL: scott.s.anderson@navy.mil		
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 30-Aug-2006

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

The purpose of this modification is to revise the list of Contracting Officer's Representatives (CORs), and provide payment of Award Fee Earned under SLIN 000101 for Integrated Planning Yard Services, SLIN 000402 for Integrated Shipboard Electronics Support Activity Services, SLINs 000601 and 000602 for LCES Core Engineering Services, SLIN 000701 for LPD 17 Class Engineering Services, and CLIN 0010 for LPD 17 Class Engineering Services. Accordingly, contract N00024-06-C-2207 is modified as follows:

## SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:

B-1 AWARD FEE paragraph 2d is modified as shown:

**DETERMINATION OF AWARD FEE (NAVSEA)**

1. Award fees consist of performance- based fees (paragraph 2) and event-based fees (paragraph 3). No later than the beginning of each award fee period, the Contracting Officer will notify the Contractor of the percentage of fee allocable to performance award and the remaining percentage of fee allocable to event-based award for each CLIN. The total award fee pool for the base year and each of the option years is based on 7% (with the exception of 0X10, which is 12%) of the total estimated fee bearing cost (excluding Facilities Capital Cost of Money) as stated in Section B of the contract. Unearned fee from each period shall not be carried forward to a succeeding period.
2. **Performance-Based Award Fee**
  - (a) The Contractor may earn an award fee as determined by the Award Fee Determining Official (AFDO).
  - (b) It is recognized that the standards by which the Contractor's performance will be gauged cannot always be precisely defined; however, the general areas on which particular emphasis will be placed in evaluating the Contractor's performance are set forth in Paragraph (d) and (e)(1) below with details in technical instructions. In general, cost performance will be the most important factor in consideration of the contractor's performance.
  - (c) The Government's purpose in granting an award fee is to encourage and reward superior contractor effort over and above acceptable performance of this contract. Award fees shall be based on successfully achieving quality of overall performance and cost performance.
  - (d) Performance-Based Award Fee Evaluation Board. The Contractor shall be paid such award as may be determined to be appropriate by an AFDO, hereby designated as the

LPD 17 Program Manager. For performance-based award fees, the AFDO shall make the determination based on recommendations of an Award Fee Evaluation Board (AFEB) consisting of the Chairperson (or a designated representative) and no fewer than three of the following members (or designated alternates):

**CHAIRPERSON**

PMS 317 Deputy Program Manager

**MEMBERS**

- (1) PMS 317 Life Cycle Director (Deputy Chairman)
- (2) PMS 317 Systems Integration & Test Manager
- (3) Naval Sea Systems Command (NAVSEA) 02 Procuring Contracting Officer
- (4) DCMA San Diego
- (5) PMS 317 Business Financial Manager
- (6) PMS 317 Logistics Director
- (7) TBD Fleet Representative

(e) Evaluation Categories for Performance-based Award Fees

- (1) The amount of Award Fee earned will be based on a subjective evaluation by the Evaluation Board of the Contractor's efforts towards significantly improving the long-term success of the LPD 17 program. The Board shall evaluate efforts in the following categories, including but not limited to, Cost Performance, Schedule, Technical, Performance Based Support and Program Management for the areas of LPD 17 Class IPY, PSA Planning, ISE SAS, Engineering Services, and LCE&S Core Services efforts. Evaluation of program management under this contract will include all program management efforts under the contract including liaison, integration and interaction with the LPD 17 Class Shipbuilder. It is anticipated that the categories critical to program success may shift over the course of the contract and therefore, the weighting of the evaluation categories could change as the contract proceeds. The contractor will be notified in writing of the weighting for each contract line item for each category ten (10) days prior to the start of an Award Fee period, as necessary, to modify the weighting given in paragraph (g)(3) below.
- (2) **Prior to the start of an evaluation period, the Government may establish more detailed criteria within the categories specified above upon which the Contractor will be evaluated. It is anticipated, if more specific criteria (performance measures) for any given category are to be issued, that the parties will work to establish mutually agreeable criteria. However, the Government shall have the unilateral right, prior to the start of an evaluation period, to establish more specific criteria as it sees fit. Furthermore, in the event that additional criteria are added and/or a particular category is not evaluated in any given period, the weighting of the categories will be adjusted accordingly to reflect a total weighted average that equals 100%.**

- (3) If an initiative pursued by the Contractor does not fit within the general scope of the aforementioned categories, the Contractor shall propose an alternative weighting scenario to account for the additional categories/criteria. The Government will consider the Contractor's proposal but shall not be under any obligation to change the category weights. The Contractor may propose additional or alternative criteria for evaluation. The Government will consider such proposals but shall be under no obligation to modify factors or weighting.

(f) Performance-Based Award Fee Determination and Reclama Procedures

- (1) The Contractor shall submit a self-assessment (by line item) of its performance for each period where performance is evaluated, within fifteen (15) calendar days after the end of the period. After the end of each evaluation period, the Contractor shall furnish to the AFEB a self-assessment (by line item) and other such information as may be reasonably required, including a statement of cost incurred, to assist the Board in evaluating performance during the evaluation period. An exception is the financial performance data for the last month, which will be provided no later than thirty (30) calendar days after the end of the period. The contractor's self-assessment shall include, for each category by criteria:
  - (i) A list of significant events scheduled for accomplishment prior to the start of the period, and events added to the schedule during the period.
  - (ii) A list of significant events actually accomplished.
  - (iii) A list of significant events scheduled, but not accomplished.
  - (iv) A list of significant events scheduled for the next evaluation period.
  - (v) A summary self-assessment.
  - (vi) any adjustments to cost data provided to the previous AFEB.
- (2) Within forty-five (45) calendar days after the end of the evaluation period, the AFEB shall meet to consider the contractors submission. Within fifteen (15) calendar days after the AFEB deliberations, the Chairman of the AFEB shall advise the AFDO of the AFEB's recommended grades and award fee amounts and summary rationale.
- (3) Within five (5) working days following receipt of the AFEB recommendation, the AFDO will submit to the PCO the determination of award fee earned.
- (4) Within five (5) working days from receipt of that determination, the PCO shall notify the Contractor in writing of the AFDO's determination.
- (5) Within ten (10) working days from receipt of the PCO's notification, the Contractor may submit to the PCO any exception with respect thereto. In support of the reclama, the Contractor shall clearly identify specific evaluation categories, the Contractor's own rating thereof, and the basis for the exception.
- (6) Within five (5) working days from receipt of the Contractor's exception, the PCO shall submit it to the AFDO.

- (7) Within ten (10) working days from receipt thereof, the AFDO shall provide to the PCO a final performance evaluation and determination of the fee earned.
- (8) Within five (5) working days from receipt of that final determination, the PCO shall notify the contractor in writing of the final determination.
- (9) Within five (5) working days from the date of this notification, the PCO shall issue a unilateral modification to the contract to provide for any fee earned.
- (10) In the event that the Contractor does not submit any exception, the PCO shall issue a unilateral modification to the contract to provide for the fee earned within ten (10) working days of issuance of the letter notification of final performance evaluation and determination of the fee earned.

(g) Evaluation Process

- (1) In establishing the Fee Determination, the AFDO shall determine an adjective rating and score for each of the performance-based categories/criteria set forth in Paragraph 2(e)(1) above. For the purposes of determining Award Fee earned, the following definitions apply:

<b>Adjective Rating</b>	<b>Numerical Score</b>	<b>Definition</b>
Outstanding	90-100	The Contractor's performance exceeds the minimum in all areas by a substantial margin in all areas.
Excellent	80-89	The Contractor's performance exceeds the minimum in all areas; some areas for improvement cited, most of, which are minor.
Good	70-79	The Contractor's performance generally exceeds the minimum; there are several areas for improvement, but these are offset by better performance in other areas.
Unacceptable	00-69	The Contractor's performance is below minimum; areas for significant improvement are not offset by better performance in other areas.

- (2) A total score for the period for each area (IPY, PSA, etc.) will be determined based on an assessment of the evaluation categories for the period (inclusive of any separate Contractor initiatives). Based on that score, the percentage of performance award fee earned will equal the total score/100. The Contractor shall earn no performance award fee for a score of 69 or less.
- (3) Each area evaluator shall present to the Board their CLIN level evaluation of performance against the category criteria and sub-criteria established for the

period. The evaluation shall include a recommended score for each category, as well as an overall area score. The overall area score will reflect the category scores, weighted (generally) as follows: **Cost at 30%, Schedule at 20%, Technical at 20%, Performance Based Support at 15% and Program Management at 15%**. Weighting shall be specified as indicated in Paragraph (e) above, unless otherwise stated in the Technical Instruction. The evaluation process shall utilize the metrics provided in the Technical Instruction.

(4) The Board shall consider the evaluations, the contractor’s self-assessment and all relevant information obtained from other pertinent sources and recommend an overall score and an earned award fee amount to the AFDO based on their analysis of the Contractor’s performance.

(5) The Performance Based Award Fee Pool for each evaluation period for each CLIN/SUBCLIN shall be calculated as follows:

- (a) Award Fee Pool =  $\frac{\% \text{ of hours delivered per CLIN during evaluation period}}{100} \times \text{Total Award Fee per CLIN/SUBCLIN from Section B} \times \frac{\% \text{ of Award Fee Allocable to Performance Based Award Fee}}{100}$
- (b) Where:  $\frac{\% \text{ of hours delivered during evaluation period}}{100} = \frac{\text{Actual hours delivered during evaluation period for each CLIN/SLIN}}{\text{Applicable Total Hours stated in Section B for each respective CLIN/SLIN}}$

(2) The fee earned may be from \$0.00 to the maximum amount for the periods outlined above. The Government shall have the unilateral right to decommit any unearned fee without further notice to the Contractor.

(h) Finality of Award Fee Determination Official’s Determination

The amount of the award fee to be paid is determined by the Government in terms of the criteria stated in the contract. This determination and the methodology for determining the award fee are unilateral decisions made by the AFDO.

(d) Evaluation Periods

(1) With the exception of the event-based award fees, as designated in specific Technical Instructions, the AFEB shall evaluate concurrently the performance on all effort under contract. To the extent earned, this award fee will be payable on a bi-annual basis in accordance with the periods below. *In the event contract performance extends beyond the dates in this chart, additional periods will be added as required, until performance is complete. Chart will be updated at the end of each performance period when the award fee pool is established.*

	Period	Available Pool	Award Fee Earned
1	CA – 31 MAR 2006*		
2	1 APR 2006 – 30 SEP 2006*		\$TBD
3	1 OCT 2006 – 31 MAR 2007*		\$TBD
4	1 APR 2007 – 30 SEP 2007*		\$TBD
5	1 OCT 2007 – 31 MAR 2008*		\$TBD
6	1 APR 2008 – 30 SEP 2008*		\$TBD
7	1 OCT 2008 – 31 MAR 2009*		\$TBD
8	1 APR 2009 – Five Years from CA*		\$TBD
	Maximum AF Pool Amount		

\* Pool is available if option for performance is exercised.

### 3. Event-Based Award Fees and Criteria

- (a) For event-based awards, the Deputy Program Manager shall make the determination (achieved/not achieved) based on the Contractor's self-assessment and the Government's evaluation and recommendation. The performance-based AFEB shall not be convened to assist in this determination. The timing of these evaluations shall be scheduled based on the completion of the established events and shall be independent of the AFEB schedule in paragraph 2, above. For evaluation period 1, the award fee shall focus on the contractor meeting the criteria for specific events: Stand up of Integrated Shipboard Electronics (ISE) Support Activity Services (SAS) Facility, Stand up of Integrated Planning Yard functions such as TMMA, TSSA, Homeport Liaison and Distance Support, all of which will also determine an event fee for the first Technical Instruction issued under CORE CLIN. Evaluation criteria for each contract period shall be defined on the technical instructions when issued.
- (b) The Contractor may earn award fees for its ability to accomplish the events set forth in the following paragraphs. For the first contract year, the schedule award available at contract award under this contract is: 1) Successful stand up of the ISE SAS. In following years, subsequent event-based initiatives may apply and will be determined in applicable Technical Instructions.
- (c) When required by the technical instruction, the Contractor shall submit a self-assessment of its performance against the criteria listed in the applicable Technical Instruction. The Contractor shall provide clear and convincing evidence to the Deputy Program Manager that the event was successfully completed on or before the scheduled completion date.

No award will be paid for events not successfully completed in accordance with established criteria and the requirements of this contract.

- (d) The Government shall have the unilateral right to decommit any unearned event-based award without further notice to the Contractor.
- (e) All event-based awards and their specific criteria will be specified in the applicable Technical Instruction. It is the intent of the parties to reach mutual agreement as to criteria for the purposes of this evaluation. However, in the event that the parties are unable to reach agreement, the Government shall have the unilateral right to establish evaluation criteria.
- (f) The Event Based Award Fee Pool for each Technical Instruction (TI) shall be calculated as follows:

$$(1) \text{ Event Based Award Fee Pool For Each TI} = \frac{\% \text{ of hours required by the Technical Instruction}}{\text{Applicable CLIN/SLIN Total Award Fee From Section B}} \times \text{TI Fee \% Allocation to Event Based Fees}$$

$$(2) \text{ Where: } \frac{\% \text{ of hours required by the Technical Instruction}}{\text{Manhours required by the Technical Instruction}} = \frac{\text{Applicable Total CLIN/SLIN required Manhours from Section B}}{\text{Manhours required by the Technical Instruction}}$$

- (3) The Event Based Award Fee Pool calculated at the beginning of TI performance shall be fixed for the duration of the performance of the TI and shall only be modified pursuant to the "CHANGES CLAUSE."

**4. Award Fee Determination in Event of Termination or Discontinuance**

In the event that this contract is terminated pursuant to Federal Acquisition Regulation (FAR) Clause 52.249-6 of this contract entitled "TERMINATION (COST-REIMBURSEMENT) (SEP 1996)" or in the event this contract is discontinued pursuant to FAR clause 52.232-20 of this contract entitled "LIMITATION OF COST (APR 1984)", the last award fee period shall end with the effective date of such termination or discontinuance. In either of such events, the amount of the award fee pool, if any, shall be equitably adjusted or prorated to reflect the difference, if any, in award fee periods resulting from termination or discontinuance.

**5. Maximum Fee**

CLINs 0X01-0X09

In no event shall the total fee (base fee plus award fee) under this contract exceed [REDACTED] total estimated cost, excluding FCCM, stated in Section B for CLINs 0X01-0X09.

CLINs 0X10

In no event shall the total fee (base fee plus award fee) under this contract exceed [REDACTED] total estimated cost, excluding FCCM, stated in Section B for CLINs 0X10.



**6. Payment of Award Fee**

The Contractor shall be paid award fee upon submittal of a proper invoice or voucher to the cognizant Payment Office. Base fee may be invoiced with the contractor's routine invoices. Performance Award fee and Event-Based Award fee shall be paid following submittal of an invoice, together with a copy of the unilateral modification to the contract authorizing payment of award fee for the applicable Evaluation Period or Event. For performance award fees, the Contractor's invoice shall show the amount of award fee payable to each line or sub-line item, which shall be directly proportionate to the amount or allowable Estimated Cost (exclusive of base fee and FCCOM) incurred by the Contractor during the Evaluation Period. The Contractor's invoice must cite the appropriate accounting data in order for payment to be made.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

[REDACTED], the total funded amount for this document was increased b [REDACTED]  
[REDACTED]

SUBCLIN 000101:

[REDACTED]

SUBCLIN 000402:

[REDACTED]

SUBCLIN 000601:

[REDACTED]

SUBCLIN 000602:

[REDACTED]

SUBCLIN 000701:

[REDACTED]

CLIN 0010:

[REDACTED]

The following have been modified to reflect revisions to the Contracting Officer Representatives as shown below::

### G-1 PAYMENT AND CONTRACT ADMINISTRATION DATA

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION, is included in this solicitation/contract. All Contractor payments will be made by EFT unless the Government is unable to release one or more payments by EFT.

The Contractor must initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

---

---

---

**G-2 PURCHASING OFFICE REPRESENTATIVE:**

COMMANDER  
ATTN: SCOTT ANDERSON (NAVSEA 02231)  
Procuring Contracts Officer LPD 17  
NAVAL SEA SYSTEMS COMMAND  
1333 ISAAC HULL AVENUE STOP 2020  
WASHINGTON NAVY YARD DC 20376-2020  
Telephone No. (202) 781-2809

**G-3 CONTRACTING OFFICER'S REPRESENTATIVE: (The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.)**

COMMANDER  
NAVAL SEA SYSTEMS COMMAND  
PEO SHIPS  
ATTN: WADE WEBSTER (PMS 317W)  
1333 ISAAC HULL AVENUE STOP 2401  
WASHINGTON NAVY YARD DC 20376-2401  
Telephone No. (202) 781-3756

COMMANDER  
NAVAL SEA SYSTEMS COMMAND  
PEO SHIPS  
ATTN: FRED THERRIEN (PMS 317A1)  
1333 ISAACC HULL AVENUE STOP 2401  
WASHINGTON NAVY YARD DC 20376-2401

Telephone No. (202) 781-2888

COMMANDER  
NAVAL SEA SYSTEMS COMMAND  
PEO SHIPS  
ATTN: Brooks Farnsworth (PMS 317CE)  
1333 ISAAC HULL AVENUE STOP 2401  
WASHINGTON NAVY YARD DC 20376-2401  
Telephone No. (202) 781-4802

#### G-4 ADMINISTRATIVE CONTRACTING OFFICER:

DCMA SAN SIEGO  
ATTN: BRODY HAYDEL  
7675 DAGGET STREET  
SUITE 200  
SAN SIEGO, CA 92111-2241

**Telephone No. (858) 495-7498**

#### G-5 TECHNICAL INSTRUCTIONS PROCESS

(a) Technical Instructions (TI) shall be issued by letter. The estimated man hours and associated cost (per the pricing in Section B) for the effort to be performed will be identified in each individual TI.

(b) TIs will normally be in writing. Oral instructions may be placed only in emergency circumstances; in which case, a confirming email shall be sent within one (1) working day and a written TI will be issued within seven (7) working days of the oral instruction. Only Contracting Officers or Contracting Officer Representatives (COR) may issue instructions, within the maximum funded dollar limitation.

(c) The contracting officers under this contract are the PCO, Mr. Scott Anderson, NAVSEA 02 - (202) 781-2809; and ACO Brody Haydel, DCMA San Diego – (858) 495-7498.

The CORs are as follow:

Mr. Fred Therrien, PMS 317A1, (202) 781-2888, for all PSA, Data, and Material CLINs

Mr. Brooks Farnsworth, PMS 317CE, (202) 781-4802, for all LCE&S CORE Services, IPY, ISE SAS, Engineering Services for RDT&E, and Data CLINs

Mr. Wade A. Webster, PMS317W, (202) 781-3756, for all IPY and CORE Services. Note: Mr. Wade A. Webster is the secondary COR for all CLINs

#### SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified to reflect the award fee earned:

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS - ALTERNATE I (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amounts presently available and allotted to this contract for payment of base fee, if any, and award fee are set forth below. Base fee amount is subject to the clause entitled "FIXED FEE" (FAR 52.216-8). Award fee amount is subject to the requirements delineated in Section B. The amount(s) presently available and allotted to this contract for payment of cost for

incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

Item	Estimated	Allotted to Base	Award Fee Earned Through 31	Total Cost Plus Base	Estimated Period
000101					31-Aug-06
000102					30-Sep-06
000402					31-Aug-06
000404					31-Aug-06
000601					30-Sep-06
000602					30-Sep-06
000701					30-Sep-06
0010					31-Dec-05
<b>TOTAL</b>					

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 0001, 0004, 0006, 0007 and 0010 (estimated hours) are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

The total amount funded under this contract as a result of this modification is [REDACTED]

Except as modified above, all other terms and conditions of contract N00024-06-C-2207 remain unchanged and in full force.

(End of Summary of Changes)