

# ORDER FOR SUPPLIES OR SERVICES

|   |                                       |   |   |             |
|---|---------------------------------------|---|---|-------------|
| 1. CONTRACT/PURCH. ORDER/ AGREEMENT NO.<br>HQ0147-12-D-0003 | 2. DELIVERY ORDER/ CALL NO.<br>001618 | 3. DATE OF ORDER/ CALL<br>(YYYYMMDD)<br>2016 Sep 13 | 4. REQ./ PURCH. REQUEST NO.<br>See Schedule | 5. PRIORITY |
|---|---------------------------------------|---|---|-------------|

|  |                |   |                |   |
|--|----------------|---|----------------|---|
| 6. ISSUED BY<br>MISSILE DEFENSE AGENCY (MDA)<br>CONTRACTS DIRECTORATE<br>BLDG 5222 MARTIN RD<br>REDSTONE ARSENAL AL 35898-0001 | CODE<br>HQ0147 | 7. ADMINISTERED BY (if other than 6)<br>DCMA DENVER<br>P.O. BOX 25586<br>DENVER CO 80225-0586 | CODE<br>S0602A | 8. DELIVERY FOB<br><input checked="" type="checkbox"/> DESTINATION<br><input type="checkbox"/> OTHER<br><br>(See Schedule if other) |
|--|----------------|---|----------------|---|

|   |               |          |   |   |                    |  |
|---|---------------|----------|---|---|--------------------|--|
| 9. CONTRACTOR<br>LOCKHEED MARTIN CORPORATION<br>9970 FEDERAL DR<br>COLORADO SPRINGS CO 80921-3616 | CODE<br>7LW38 | FACILITY | 10. DELIVER TO FOB POINT BY (Date)<br>(YYYYMMDD)<br><b>SEE SCHEDULE</b> | 11. MARK IF BUSINESS IS<br><input type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL DISADVANTAGED<br><input type="checkbox"/> WOMEN-OWNED | 12. DISCOUNT TERMS | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK<br>See Item 15 |
|---|---------------|----------|---|---|--------------------|--|

|  |      |   |                |  |
|--|------|---|----------------|--|
| 14. SHIP TO<br><br><b>SEE SCHEDULE</b> | CODE | 15. PAYMENT WILL BE MADE BY<br>DFAS COLUMBUS CENTER<br>DFAS-CO/WEST ENTITLEMENT OPERATIONS<br>P.O. BOX 182381<br>COLUMBUS OH 43218-2381 | CODE<br>HQ0339 | <b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b> |
|--|------|---|----------------|--|

|                   |                |                                     |   |
|-------------------|----------------|-------------------------------------|---|
| 16. TYPE OF ORDER | DELIVERY/ CALL | <input checked="" type="checkbox"/> | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. |
|                   | PURCHASE       | <input type="checkbox"/>            | Reference your quote dated<br>Furnish the following on terms specified herein. REF:   |

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

|  |           |                      |                           |
|--|-----------|----------------------|---------------------------|
| NAME OF CONTRACTOR   | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED<br>(YYYYMMDD) |
| <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: <b>1</b> |           |                      |                           |

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE  
**See Schedule**

| 18. ITEM NO.        | 19. SCHEDULE OF SUPPLIES/ SERVICES | 20. QUANTITY ORDERED/ ACCEPTED* | 21. UNIT | 22. UNIT PRICE | 23. AMOUNT |
|---------------------|------------------------------------|---------------------------------|----------|----------------|------------|
| <b>SEE SCHEDULE</b> |                                    |                                 |          |                |            |

|  |  |                     |                 |
|--|--|---------------------|-----------------|
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | 24. UNITED STATES OF AMERICA<br>TEL: (b)(6)<br>EMA: (b)(6)<br>BY: (b)(6) | 25. TOTAL<br>(b)(4) | 26. DIFFERENCES |
|--|--|---------------------|-----------------|

27a. QUANTITY IN COLUMN 20 HAS BEEN  
 INSPECTED  RECEIVED  ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

|  |                       |   |
|--|-----------------------|---|
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | c. DATE<br>(YYYYMMDD) | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------------------|---|

|  |                   |                    |                                 |
|--|-------------------|--------------------|---------------------------------|
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 28. SHIP NO.      | 29. DO VOUCHER NO. | 30. INITIALS                    |
| f. TELEPHONE NUMBER  | g. E-MAIL ADDRESS |                    | 32. PAID BY                     |
|  |                   |                    | 33. AMOUNT VERIFIED CORRECT FOR |

|  |  |  |                        |
|--|--|--|------------------------|
| <b>36. I certify this account is correct and proper for payment.</b> |  |  |                        |
| a. DATE<br>(YYYYMMDD)  | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER |  |                        |
|  |  | 31. PAYMENT<br><input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL | 34. CHECK NUMBER       |
|  |  |  | 35. BILL OF LADING NO. |

|                 |                 |                                 |                      |                     |                     |
|-----------------|-----------------|---------------------------------|----------------------|---------------------|---------------------|
| 37. RECEIVED AT | 38. RECEIVED BY | 39. DATE RECEIVED<br>(YYYYMMDD) | 40. TOTAL CONTAINERS | 41. S/R ACCOUNT NO. | 42. S/R VOUCHER NO. |
|-----------------|-----------------|---------------------------------|----------------------|---------------------|---------------------|

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
|---------|---------------------------------------|--------|
| 020206  | CLIN 0202 Incremental Funding         |        |
|         | ACRN AR                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147864608 |        |

| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
|---------|---------------------------------------|--------|
| 020104  | CLIN 0201 Incremental Funding         |        |
|         | ACRN AR                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147864608 |        |

| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
|---------|---------------------------------------|--------|
| 010107  | CLIN 0101 - Incremental Funding       |        |
|         | ACRN AQ                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147864608 |        |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE     | AMOUNT |
|---------|--|----------|------|----------------|--------|
| 0010    | Contract Data Requirements List<br>COST<br>Contractor shall deliver CDRLs in accordance with Exhibit A, DD Form 1423 and Task Order Statement of Work (SOW). Specific CDRLs for this task order are identified in the TO SOW.<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: HQ0147654043 | 1        | Lot  |                | NSP    |
|         |  |          |      | ESTIMATED COST | (b)(4) |

FSC CD: AC24

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE           | AMOUNT |
|---------|--|----------|------|----------------------|--------|
| 0101    | Materials<br>CPFF<br>Material purchases required in support of the Statement of Work (SoW) as described in Section J, Attachment #1<br>FOB: Destination<br>PURCHASE REQUEST NUMBER: HQ0147654043 | (b)(4)   | Cost | \$1.00               | (b)(4) |
|         |  |          |      | ESTIMATED COST       | (b)(4) |
|         |  |          |      | FIXED FEE            |        |
|         |  |          |      | TOTAL EST COST + FEE |        |

FSC CD: 7010

| ITEM NO | SUPPLIES/SERVICES   | AMOUNT |
|---------|---|--------|
| 010101  | Incremental Funding CLIN 0101<br>ACRN AA<br>PURCHASE REQUEST NUMBER: HQ0147654043 | (b)(4) |

| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
|---------|---------------------------------------|--------|
| 010102  | Incremental Funding CLIN 0101         |        |
|         | ACRN AD                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147755407 |        |

| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
|---------|---------------------------------------|--------|
| 010103  | Incremental funding CLIN 0101         |        |
|         | ACRN AG                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147758542 |        |

| ITEM NO | SUPPLIES/SERVICES                          | AMOUNT |
|---------|--|--------|
| 010104  | Incremental Funds CLIN 0101                |        |
|         | ACRN AG                                    | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147755407-0006 |        |

| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
|---------|---------------------------------------|--------|
| 010105  | CLIN 0101 - Incremental Funding       |        |
|         | ACRN AL                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147759902 |        |

| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
|---------|---------------------------------------|--------|
| 010106  | CLIN 0101 - Incremental Funding       |        |
|         | ACRN AM                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147860587 |        |

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE               | AMOUNT |
|---------|--|----------|------|--------------------------|--------|
| 0201    | Training Support System (TSS)  | (b)(4)   | Cost | \$1.00                   | (b)(4) |
|         | CPIF   |          |      |                          |        |
|         | Requirements for the Training Support System (TSS) associated to this CLIN as defined in the Statement of Work (SOW), Attachment 1, Section 3.1. |          |      |                          |        |
|         | FOB: Destination   |          |      |                          |        |
|         | PURCHASE REQUEST NUMBER: HQ0147654043  |          |      |                          |        |
|         |  |          |      | TARGET COST              | (b)(4) |
|         |  |          |      | TARGET FEE               |        |
|         |  |          |      | TOTAL TGT COST + FEE     |        |
|         |  |          |      | MINIMUM FEE              |        |
|         |  |          |      | MAXIMUM FEE              |        |
|         |  |          |      | SHARE RATIO ABOVE TARGET |        |
|         |  |          |      | SHARE RATIO BELOW TARGET |        |

FSC CD: AC24

| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
|---------|---------------------------------------|--------|
| 020101  | Incremental Funding                   |        |
|         | ACRN AB                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147654043 |        |

|         |                                       |        |
|---------|---------------------------------------|--------|
| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
| 020102  | Incremental Funding                   |        |
|         | ACRN AE                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147755407 |        |

|         |                                       |        |
|---------|---------------------------------------|--------|
| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
| 020103  | CLIN 0201 Incremental Funding         |        |
|         | ACRN AN                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147860587 |        |

|         |  |          |      |                          |        |
|---------|--|----------|------|--------------------------|--------|
| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE               | AMOUNT |
| 0202    | Distributed Training System (DTS)  | (b)(4)   | Cost | \$1.00                   | (b)(4) |
|         | CPIF   |          |      |                          |        |
|         | Requirements for the Distributed Training System (DTS) associated to this CLIN as defined in the Statement of Work (SOW), Attachment 1, Section 3.2. |          |      |                          |        |
|         | FOB: Destination   |          |      |                          |        |
|         | PURCHASE REQUEST NUMBER: HQ0147654043  |          |      |                          |        |
|         |  |          |      | TARGET COST              | (b)(4) |
|         |  |          |      | TARGET FEE               |        |
|         |  |          |      | TOTAL TGT COST + FEE     |        |
|         |  |          |      | MINIMUM FEE              |        |
|         |  |          |      | MAXIMUM FEE              |        |
|         |  |          |      | SHARE RATIO ABOVE TARGET |        |
|         |  |          |      | SHARE RATIO BELOW TARGET |        |

| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
|---------|---------------------------------------|--------|
| 020201  | Incremental Funding                   |        |
|         | ACRN AB                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147654043 |        |

| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
|---------|---------------------------------------|--------|
| 020202  | Incremental Funding                   |        |
|         | ACRN AE                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147755407 |        |

| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
|---------|---------------------------------------|--------|
| 020203  | Incremental funding CLIN 0202         |        |
|         | ACRN AH                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147758542 |        |

| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
|---------|---------------------------------------|--------|
| 020204  | CLIN 0202 - Incremental Funding       |        |
|         | ACRN AJ                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147759902 |        |



| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
|---------|---------------------------------------|--------|
| 020205  | CLIN 0202 Incremental Funding         |        |
|         | ACRN AN                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147860587 |        |

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE     | AMOUNT |
|---------|---|----------|------|----------------|--------|
| 0801    | Travel & ODCs<br>COST   | (b)(4)   | Cost | \$1.00         | (b)(4) |
|         | <p>The Contractor is not entitled to fee on ODCs such as travel, costs associated to repatriate and expatriate expenses as well as non-fee bearing materials as negotiated. Travel costs shall be in accordance with FAR Part 31.205-46. In calculating fee under separate CLINs, these costs shall be excluded from the Contractor's total cost pool. These limitations shall be flowed down to all subcontractors.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: HQ0147654043</p> |          |      |                |        |
|         |   |          |      | ESTIMATED COST | (b)(4) |

FSC CD: V999

| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
|---------|---------------------------------------|--------|
| 080101  | Incremental Funding                   |        |
|         | ACRN AC                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147654043 |        |



| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
|---------|---------------------------------------|--------|
| 080102  | Incremental Funding                   |        |
|         | ACRN AF                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147755407 |        |

| ITEM NO | SUPPLIES/SERVICES                     | AMOUNT |
|---------|---------------------------------------|--------|
| 080103  | CLIN 0801 - Incremental Funding       |        |
|         | ACRN AK                               | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147759902 |        |

| ITEM NO | SUPPLIES/SERVICES                          | AMOUNT |
|---------|--|--------|
| 080104  | CLIN 0801 - Incremental Funding            |        |
|         | ACRN AP                                    | (b)(4) |
|         | PURCHASE REQUEST NUMBER: HQ0147860587-0001 |        |

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN   | INSPECT AT  | INSPECT BY | ACCEPT AT   | ACCEPT BY  |
|--------|-------------|------------|-------------|------------|
| 0010   | N/A         | N/A        | N/A         | Government |
| 0101   | Destination | Government | Destination | Government |
| 010101 | N/A         | N/A        | N/A         | N/A        |
| 010102 | N/A         | N/A        | N/A         | N/A        |
| 010103 | N/A         | N/A        | N/A         | N/A        |
| 010104 | N/A         | N/A        | N/A         | N/A        |
| 010105 | N/A         | N/A        | N/A         | N/A        |
| 010106 | N/A         | N/A        | N/A         | N/A        |
| 010107 | N/A         | N/A        | N/A         | N/A        |
| 0201   | Destination | Government | Destination | Government |
| 020101 | N/A         | N/A        | N/A         | N/A        |
| 020102 | N/A         | N/A        | N/A         | N/A        |
| 020103 | N/A         | N/A        | N/A         | N/A        |
| 020104 | N/A         | N/A        | N/A         | N/A        |
| 0202   | Destination | Government | Destination | Government |
| 020201 | N/A         | N/A        | N/A         | N/A        |
| 020202 | N/A         | N/A        | N/A         | N/A        |
| 020203 | N/A         | N/A        | N/A         | N/A        |
| 020204 | N/A         | N/A        | N/A         | N/A        |
| 020205 | N/A         | N/A        | N/A         | N/A        |
| 020206 | N/A         | N/A        | N/A         | N/A        |
| 0801   | Destination | Government | Destination | Government |
| 080101 | N/A         | N/A        | N/A         | N/A        |
| 080102 | N/A         | N/A        | N/A         | N/A        |
| 080103 | N/A         | N/A        | N/A         | N/A        |
| 080104 | N/A         | N/A        | N/A         | N/A        |

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN   | DELIVERY DATE                     | QUANTITY | SHIP TO ADDRESS  | DODAAC / CAGE |
|--------|-----------------------------------|----------|--|---------------|
| 0010   | POP 01-OCT-2016 TO<br>01-NOV-2019 | N/A      | MISSILE DEFENSE AGENCY (MDA)<br>(b)(6)<br>BLDG 5222 MARTIN RD<br>REDSTONE ARSENAL AL 35898-0001<br>(b)(6)<br>FOB: Destination                          | HQ0147        |
| 0101   | POP 01-OCT-2016 TO<br>01-NOV-2019 | N/A      | MISSILE DEFENSE AGENCY (MDA)<br>(b)(6)<br>CONTRACTS DIRECTORATE<br>BLDG 5222 MARTIN RD<br>REDSTONE ARSENAL AL 35898-0001<br>(b)(6)<br>FOB: Destination | HQ0147        |
| 010101 | N/A                               | N/A      | N/A  | N/A           |
| 010102 | N/A                               | N/A      | N/A  | N/A           |
| 010103 | N/A                               | N/A      | N/A  | N/A           |
| 010104 | N/A                               | N/A      | N/A  | N/A           |
| 010105 | N/A                               | N/A      | N/A  | N/A           |
| 010106 | N/A                               | N/A      | N/A  | N/A           |
| 010107 | N/A                               | N/A      | N/A  | N/A           |
| 0201   | POP 01-OCT-2016 TO<br>01-NOV-2019 | N/A      | MISSILE DEFENSE AGENCY (MDA)<br>(b)(6)<br>CONTRACTS DIRECTORATE<br>BLDG 5222 MARTIN RD<br>REDSTONE ARSENAL AL 35898-0001<br>(b)(6)<br>FOB: Destination | HQ0147        |
| 020101 | N/A                               | N/A      | N/A  | N/A           |
| 020102 | N/A                               | N/A      | N/A  | N/A           |
| 020103 | N/A                               | N/A      | N/A  | N/A           |
| 020104 | N/A                               | N/A      | N/A  | N/A           |

|        |                                   |     |  |        |
|--------|-----------------------------------|-----|--|--------|
| 0202   | POP 01-OCT-2016 TO<br>01-NOV-2019 | N/A | MISSILE DEFENSE AGENCY (MDA)<br>(b)(6)<br>CONTRACTS DIRECTORATE<br>BLDG 5222 MARTIN RD<br>REDSTONE ARSENAL AL 35898-0001<br>(b)(6)<br>FOB: Destination | HQ0147 |
| 020201 | N/A                               | N/A | N/A  | N/A    |
| 020202 | N/A                               | N/A | N/A  | N/A    |
| 020203 | N/A                               | N/A | N/A  | N/A    |
| 020204 | N/A                               | N/A | N/A  | N/A    |
| 020205 | N/A                               | N/A | N/A  | N/A    |
| 020206 | N/A                               | N/A | N/A  | N/A    |
| 0801   | POP 01-OCT-2016 TO<br>01-NOV-2019 | N/A | MISSILE DEFENSE AGENCY (MDA)<br>(b)(6)<br>CONTRACTS DIRECTORATE<br>BLDG 5222 MARTIN RD<br>REDSTONE ARSENAL AL 35898-0001<br>(b)(6)<br>FOB: Destination | HQ0147 |
| 080101 | N/A                               | N/A | N/A  | N/A    |
| 080102 | N/A                               | N/A | N/A  | N/A    |
| 080103 | N/A                               | N/A | N/A  | N/A    |
| 080104 | N/A                               | N/A | N/A  | N/A    |

Section G - Contract Administration Data

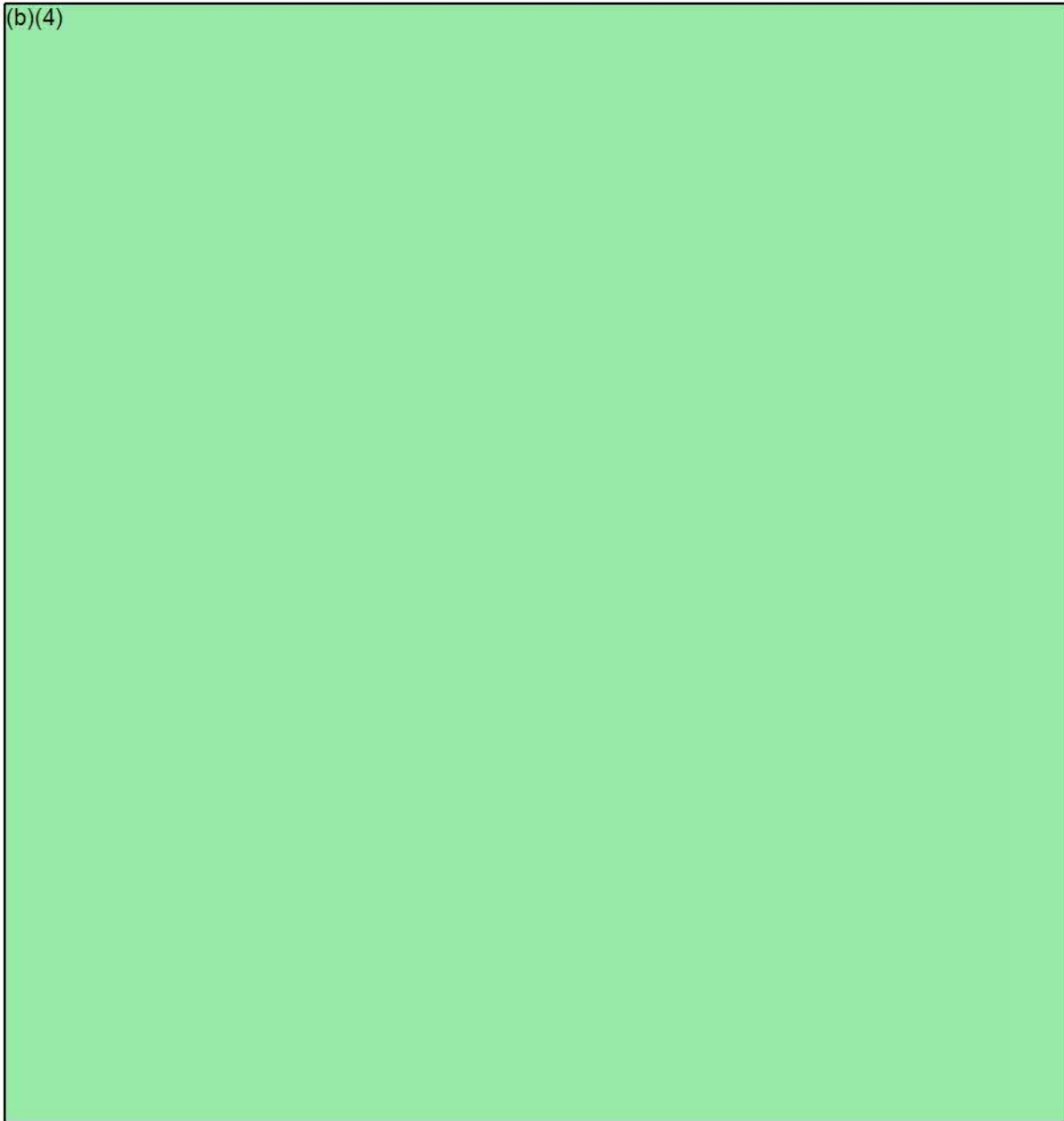
PAYMENT INSTRUCTIONS

252.204-0012 OTHER

CLINs are multifunded with different sources of funding for various tasks. ACRNs are tied to specific tasks. Therefore, pay from the ACRN cited on the specific invoices submitted by Task Order by CLIN.

ACCOUNTING AND APPROPRIATION DATA

(b)(4)



ACRN CLIN/SLIN CIN AMOUNT

|    |        |                    |
|----|--------|--------------------|
| AA | 010101 | HQ0147654043000101 |
| AB | 020101 | HQ0147654043000201 |
|    | 020201 | HQ0147654043000301 |
| AC | 080101 | HQ0147654043000401 |
| AD | 010102 | HQ01477554070001   |
| AE | 020102 | HQ01477554070002   |
|    | 020202 | HQ01477554070003   |
| AF | 080102 | HQ01477554070004   |
| AG | 010103 | HQ01477585420001   |
|    | 010104 | HQ01477554070005   |
| AH | 020203 | HQ01477585420002   |
| AJ | 020204 | HQ01477599020001   |
| AK | 080103 | HQ01477599020002   |
| AL | 010105 | HQ01477599020003   |
| AM | 010106 | HQ01478605870001   |
| AN | 020103 | HQ01478605870002   |
|    | 020205 | HQ01478605870003   |
| AP | 080104 | HQ01478605870004   |
| AQ | 010107 | HQ01478646080001   |
| AR | 020104 | HQ01478646080002   |
|    | 020206 | HQ01478646080003   |



CLAUSES INCORPORATED BY REFERENCE

MDA G-06

ALLOTMENT OF FUNDS

MAY 2005

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.232-22

Limitation Of Funds

APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-10 INCENTIVE FEE (JUN 2011)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable. (a) The fee payable under CLIN 0201 shall be the target fee increased by (b)(4) for every dollar that the total allowable cost is less than the target cost or decreased by (b)(4) for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than (b)(4) or less than (b)(4) of the target cost.

(e) Fee payable: (b) The fee payable under CLIN 0202 shall be the target fee increased by (b)(4) for every dollar that the total allowable cost is less than the target cost or decreased by (b)(4) for every dollar that the total



allowable cost exceeds the target cost. In no event shall the fee be greater than (b)(4) or less than (b)(4) of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

TASK ORDER ATTACHMENTS

\*Attachment #1            Task Order 0016 Statement of Work  
\*indicates change(s)

October 19, 2017, Rev 4