

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	5
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 19-Feb-2013	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127		N00039	7. ADMINISTERED BY (If other than item 6) CODE		See Item 6	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. N00039-12-R-0036	
				X	9B. DATED (SEE ITEM 11) 26-Jun-2012	
					10A. MOD. OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>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.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
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:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input 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.) The purpose of this Amendment is to revise the RFP. See following pages.						
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)		
				TEL:	EMAIL:	
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 19-Feb-2013	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The required response date/time 26-Feb-2013 03:00 PM has been added.

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:

B-1 FEE DETERMINATION**B-1 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)**

[APPLICABLE TO CLINS 1001, 2001, 3001 & 4001]

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this contract is **183,000** hours. The **183,000** direct labor hours include **0** uncompensated overtime labor hours.

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours set forth above, such adjustments shall be made by contract modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours. The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of **SEE TABLE BELOW** per labor hour invoiced by the contractor *subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause*. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

<u>TABLE</u>	<u>CLIN</u>	<u>FIXED FEE</u>	<u>HOURS</u>	<u>FEE PER DIRECT LABOR HOUR</u>
OPTION I	1001	TBD	59,500	TBD
OPTION II	2001	TBD	53,500	TBD

OPTION III	3001	TBD	35,000	TBD
OPTION IV	4001	TBD	35,000	TBD

The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work. The Government reserves the right to transfer unused ceiling from one period to another as needed.

(End of clause)

5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989)

[APPLICABLE TO CLIN 0001]

FIXED FEE: \$ [*Contracting officer insert negotiated fixed fee amount*]. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to [*Contracting officer insert fee percentage (total fixed fee divided by total estimated cost plus cost of money)*] percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause. In the event of discontinuance of the work in accordance with clause of this contract entitled "Limitation of [*Contracting officer insert "Cost" or "Funds", as appropriate*]," the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

(End of clause)

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

252.227-7027 Deferred Ordering Of Technical Data Or Computer Software APR 1988

The following have been deleted:

52.227-14	Rights in Data--General	DEC 2007
52.227-16	Additional Data Requirements	JUN 1987
52.227-21	Technical Data Certification, Revision, and Withholding of Payment--Major Systems	DEC 2007
52.227-22	Major System--Minimum Rights	JUN 1987
52.227-23	Rights to Proposal Data (Technical)	JUN 1987

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

L-329 OTHER DIRECT COST (DEC 1999)

(a) The Government's best estimate of Other Direct Cost (ODC) items is set forth below. The Government cannot guarantee either the amount for each category or the total estimated amount. Additionally, these amounts do not include any provision for G&A expense or other loading factors.

<u>Category of ODCs</u>	<u>Total Estimated Amount</u>
Option Year One	\$292,702.30
Option Year Two	\$262,554.93
Option Year Three	\$177,445.84
Option Year Four	\$182,769.21

(b) Offerors shall use the stated amounts in the preparation of their cost proposals, ***and insert the above amounts exactly as shown above in Section B of the solicitation***, except as stated in paragraph (c) below.

(c) If the offeror has reason to believe that the amounts estimated by the Government are understated, the offeror shall notify the Contracting Officer in writing. The offeror shall provide a revised estimate and a detailed basis for the revision(s). If the Government finds the rationale to be sound/compelling, the Government will amend the solicitation accordingly. The same is true if the offeror believes the amount is overstated.

(d) If, based upon the offerors accounting system or disclosure statement, the offeror believes the amounts estimated by the Government are overstated (e.g., an item is included as an element of an indirect expense pool), the offeror may reduce the amount(s). If such a reduction is made, the offeror as part of the initial cost proposal shall provide a detailed explanation/justification to substantiate the reduction. The Government reserves the right to discount any assessment if the basis for the reduction is deemed to be unrealistic or inadequate.

(e) Failure of other direct cost categories/amounts, either as stated herein or proposed, to materialize during actual contract performance, shall not constitute a constructive change to or breach of the contract and shall not form the basis for any adjustment to fee whether pursuant to the changes clause or otherwise.

(f) Similarly, the fact that the ODCs in excess of those estimated or proposed are incurred, shall not form the basis for any fee adjustment, whether pursuant to the changes clause or otherwise.

(End of provision)

(End of Summary of Changes)

The following items are applicable to this modification:

PROPOSAL RESUBMISSION

This amendment opens discussions with those Offerors who are considered in the competitive range.

1. Separate correspondence containing the areas of discussion was sent via e-mail to each Offeror on January 30, 2013.

2. Below are the guidelines for submission of the revised proposals.

(a) Offerors shall utilize the "Track Changes" function to indicate any changes made in their original technical proposal. Offerors shall submit two copies of their revised technical proposal. One copy shall show the tracked changes, and one copy shall show the revised technical proposal with tracked changes "accepted." When all changes in the document are "accepted", the technical proposal is not to exceed the original page limits specified in Section L as previously amended. Technical proposal supporting documentation, such as the draft IMS and CWBS, need not include a "track changes" version, but shall be identified as "revised" if revisions were made to these documents. Revised cost proposals are required, but do not require a "track changes" version.

(b) Offerors shall submit revised proposals, including a new cover letter, via the SPAWAR e-Commerce web portal. Both prime contractors and subcontractors are required to resubmit technical and cost proposals and all accompanying support documentation. Include in the cover letter whether or not any changes have been made since the original submission. If the prime contractor decides to make subcontractor substitutions, the prime contractor's cover letter shall indicate which subcontractors are no longer part of the team, and provide the names of the new team members. Proposed new subcontractors shall submit their proprietary proposals via the e-Commerce portal.

(c) The cover letter shall state proposal validity through at least May 26, 2013.

3. Revised proposals are due no later than the date and time specified on Page 1 of the Solicitation as amended herein.

4. Prime offerors must acknowledge this amendment with submission of their revised proposal.

All other terms and conditions remain unchanged.