

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	System Requirements Review/System Functional Review (SRR/SFR) CPIF The Contractor shall complete the tasks necessary to achieve a successful SRR/SFR in accordance with section 3.2.9.4 of the Statement of Work (SOW). FOB: Destination		Lot		
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	<hr/>
				MINIMUM FEE	0%
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	50/50
				SHARE RATIO BELOW TARGET	50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Engineering Support Services Year 1 CPFF The Contractor shall provide engineering support services in accordance with Section 3.1.1.4 of the SOW. See Note A. FOB: Origin PURCHASE REQUEST NUMBER: N0002411NR46175	6,000	Hours		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Other Direct Costs (ODC) Year 1 COST		Lot		\$100,000
	Travel and ODC to support completion of CLIN 0002. See Notes A and B. FOB: Destination PURCHASE REQUEST NUMBER: N0002411NR46175				
				ESTIMATED COST	\$100,000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0004	Data Year 1 - Not Separately Priced (NSP)		Lot	
	Data for CLINs 0001 - 0007 as they are exercised. See Exhibit A. FOB: Destination PURCHASE REQUEST NUMBER: N0002411NR46175			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Preliminary Design Review (PDR) Tasking CPIF		Lot		
	The Contractor shall complete the tasks necessary to achieve a successful PDR in accordance with Section 3.2.9.5 of the SOW. See Note A.				
	FOB: Origin				
	PURCHASE REQUEST NUMBER: N0002411NR46175				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	<hr/>
				MINIMUM FEE	0%
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	50/50
				SHARE RATIO BELOW TARGET	50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	Critical Design Review (CDR) Tasking CPIF		Lot		
	The Contractor shall complete the tasks necessary to achieve a successful CDR in accordance with Section 3.2.9.6 of the SOW. See Note A.				
	FOB: Origin				
	PURCHASE REQUEST NUMBER: N0002411NR46175				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	<hr/>
				MINIMUM FEE	0%
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	50/50
				SHARE RATIO BELOW TARGET	50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Government Purpose Rights (GPR)		Lot		

FFP

OPTION The Contractor shall provide Data Rights for Technical Data (TD), Computer Software (CS) and Computer Software Documentation (CSD) in the event Government Purpose Rights are not provided by the contractor at no cost to the Government and will require separate contract action to acquire said rights. This includes all CDRLs and data required for installation, operation, maintenance, production and training purposes. See Note A.

FOB: Destination
PURCHASE REQUEST NUMBER: N0002411NR46175

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Engineering Development Model (EDM) Long Lead Time (LLT) Material		Lot		

CPIF

OPTION The Contractor shall order LLT material for the Common Array Block (CAB) Family of Antennas (FoA) EDM development as defined in Section 2.7.6 of the SOW to meet scheduling requirements. Fee will not be paid until completion of CLIN 2003 and 2004. See Note A.

FOB: Origin
PURCHASE REQUEST NUMBER: N0002411NR46175

TARGET COST

TARGET FEE

TOTAL TGT COST + FEE

MINIMUM FEE 0%

MAXIMUM FEE

SHARE RATIO ABOVE TARGET 50/50

SHARE RATIO BELOW TARGET 50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	EDM Development and Testing CPIF		Lot		
	<p>The Contractor shall complete the tasks throughout Section 3.0 of the SOW necessary to develop and provide the EDMs to successfully complete test events and support completion of a level 3 Technical Data Package (TDP) for production of the CAB FoA Pre-Production Units (PPU). See Note A.</p> <p>FOB: Origin</p> <p>PURCHASE REQUEST NUMBER: N0002411NR46175</p>				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	0%
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	50/50
				SHARE RATIO BELOW TARGET	50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Engineering Support Services Year 2 CPFF	6,000	Hours		
	<p>The Contractor shall provide engineering support services in accordance with section 3.1.1.4 of the SOW. See Note A.</p> <p>FOB: Origin</p> <p>PURCHASE REQUEST NUMBER: N0002411NR46175</p>				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	ODC Year 2		Lot		\$100,000
OPTION	COST Travel, material, and ODC to support completion of CLIN 1003. Material for Government directed refurbishment of EDMs or PPUs. See Notes A and B. FOB: Destination PURCHASE REQUEST NUMBER: N0002411NR46175				
				ESTIMATED COST	\$100,000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
1005	Data Year 2- NSP		Lot	
OPTION	Data in support of CLINs 1001 - 1007 as they are exercised. See Note A. See Exhibit A. FOB: Destination PURCHASE REQUEST NUMBER: N0002411NR46175			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		2	Lot		
OPTION	LLT Material Common Array Block – Expeditionary				
	CPIF				
	The Contractor shall order long lead-time material for the production of two (2) CAB-E PPU's as defined in Section 2.7.6 of the SOW to meet schedule requirements. Fee will not be paid until completion of CLIN 2003 and CLIN 2004. See Note A.				
	FOB: Origin				
	PURCHASE REQUEST NUMBER: N0002411NR46175				

TARGET COST	
TARGET FEE	
TOTAL TGT COST + FEE	<hr/>
MINIMUM FEE	0%
MAXIMUM FEE	
SHARE RATIO ABOVE TARGET	50/50
SHARE RATIO BELOW TARGET	50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		4	Lot		
OPTION	LLT Material Common Array Block – Surface				
	CPIF				
	The Contractor shall order long lead-time material for the production of four (4) CAB-S PPU's as defined in Section 2.7.6 of the SOW to meet schedule requirements. Fee will not be paid until completion of CLIN 2003 and CLIN 2004. See Note A.				
	FOB: Origin				
	PURCHASE REQUEST NUMBER: N0002411NR46175				

TARGET COST	
TARGET FEE	
TOTAL TGT COST + FEE	<hr/>
MINIMUM FEE	0%
MAXIMUM FEE	
SHARE RATIO ABOVE TARGET	50/50
SHARE RATIO BELOW TARGET	50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		6,000	Hours		
OPTION	Engineering Support Services Year 3				
	CPFF				
	The Contractor shall provide engineering support services in accordance with section 3.1.1.4 of the SOW. See Note A.				
	FOB: Origin				
	PURCHASE REQUEST NUMBER: N0002411NR46175				

ESTIMATED COST	
FIXED FEE	
TOTAL EST COST + FEE	<hr style="width: 100%;"/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002			Lot		
OPTION	ODC Year 3				\$100,000
	COST				
	Travel, material and ODC to support completion of CLIN 2001. Material for Government directed refurbishment of EDMs or PPUs.				
	See Notes A and B.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N0002411NR46175				

ESTIMATED COST	\$100,000
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	CAB-E Pre-Production Units (PPU) CPIF	2	Unit		
	The Contractor shall produce two (2) CAB-E PPUs based on the TDP produced in accordance with Section 3.1.1.2 of the SOW. See Note A. FOB: Origin PURCHASE REQUEST NUMBER: N0002411NR46175				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	0%
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	50/50
				SHARE RATIO BELOW TARGET	50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	CAB-S PPU's	4	Unit		
OPTION	CPIF				
	The Contractor shall produce four (4) CAB-S PPU's based on the TDP produced in accordance with Section 3.1.1.2 of the SOW. See Note A.				
	FOB: Origin				
	PURCHASE REQUEST NUMBER: N0002411NR46175				
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	0%
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	50/50
				SHARE RATIO BELOW TARGET	50/50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
2005	Data Year 3 - NSP		Lot	
OPTION	Data in support of CLINs 2001 - 2007. See Note A. See Exhibit A.			
	FOB: Destination			
	PURCHASE REQUEST NUMBER: N0002411NR46175			

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	Performance Incentive Fee IF Performance incentive fee for CLINs 0001, 0005, 0006, 1001, 1002, 1006, 1007, 2003 and 2004. See notes A and C. FOB: Destination PURCHASE REQUEST NUMBER: N0002411NR46175		Lot		
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	<hr/>
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007 OPTION	Schedule Incentive Fee IF Schedule Incentive fee for CLINs 0001, 0005, 0006, 1001, 1002, 1006, 1007, 2003 and 2004. See notes A and C. FOB: Destination PURCHASE REQUEST NUMBER: N0002411NR46175		Lot		
				TARGET COST	
				TARGET FEE	
				TOTAL TGT COST + FEE	<hr/>
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

NOTE A - Option item to which the option clause in SECTION I applies and which is to be supplied only if and to the extent said option is exercised.

NOTE B – Do not propose. Amounts are estimated and provided by the Government.

NOTE C – Offeror to propose fee in accordance with the clause titled Determination of Performance Incentive and Schedule Incentive.

Offeror shall insert proposed cost and fee amounts in the tables below:

Table 1: Cost Plus Incentive Fee CLIN Pricing						
CLINs	Target Cost	Target Fee	Target Cost + Fee	Min Fee	Max Fee	Share Ratio
0001				0%		50/50
0005				0%		50/50
0006				0%		50/50
1001				0%		50/50
1002				0%		50/50
1006				0%		50/50
1007				0%		50/50
2003				0%		50/50
2004				0%		50/50

Table 2: Cost Plus Fixed Fee CLIN Pricing			
CLIN	Estimated Cost	Estimated Fee	Estimated Cost + Fee
0002			
1003			
2001			

Table 3: Incentive Fee CLIN Pricing			
CLIN	Target Fee	Min Fee	Max Fee
2006			
2007			

DETERMINATION OF TECHNICAL AND SCHEDULE PERFORMANCE INCENTIVE (CONTRACT LINE ITEM NUMBERS (CLINs) (0001, 0005, 0006, 1001, 1002, 1006, 1007, 2003 and 2004).

A. In addition to the Cost-Plus Incentive Fee (CPIF) structure for CLINs 0001, 0005, 0006, 1001, 1002, 1006, 1007, 2003 and 2004, the Contractor may earn a performance incentive and schedule incentive. The Government's purpose for including a performance incentive and schedule incentive is to encourage and reward Contractor initiative toward exceeding minimum performance ahead of schedule while still achieving target cost.

B. A Technical Performance Incentive amount of up to \$ Offeror to fill in (equal to two percent (2%) of Target Cost, excluding Facilities Capital Cost of Money (FCCM) of the applicable CLINs as outlined below) may be earned by the Contractor. A Schedule Performance Incentive amount of up to \$ Offeror to fill in (equal to three percent (3%) of Target Cost, excluding FCCM of the applicable CLINs as outlined below) may be earned by the Contractor. These incentives are separate and distinct from one another. The Contractor may earn none, all or part of either the Technical Performance Incentive or the Schedule Performance Incentive. Availability of the Performance Incentive Fee pool is contingent upon the Government's exercising and funding, and the Contractor's successful completion, of those cost and fee bearing Contract Line Items (with the exception of Engineering Services) directly associated with the design, development, manufacturing, and delivery of the CAB-E and CAB-S Engineering Design Model (EDM), the CAB-E and CAB-S Pre-Production Units (PPU), and the CAB FoA Technical Data Package (TDP). If one or more of the following CLINs are not executed under this contract, the Performance Incentive Fee pool will be reduced by the Target Cost of that CLIN(s): 0001, 0005, 0006, 1001, 1002, 1006, 1007, 2003 and 2004.

C. Pursuit of the Technical Performance Incentive and/or Schedule Performance Incentive shall not come at the expense of the overall CAB FoA effort. Based on the criteria outlined in this clause, the Program Manager (PM) (PEO IWS 6.0) and Procuring Contracting Officer (PCO) (will make the determination of whether the Contractor has met the prerequisites to be considered for these incentives. In the event that the PM and PCO determine the Contractor's performance is not satisfactory, relative to the requirements outlined in this clause, the Contractor will not be eligible for these incentives.

D. Technical and Schedule Performance Incentive Determination Procedures

1. The Contractor shall be paid such Technical Incentive and/or Schedule Incentive as determined by this document. The Performance Incentive Fee pool will be calculated by adding together the target cost of CLINs 0001, 0005, 0006, 1001, 1002, 1006, 1007, 2003, and 2004 pursuant to the restrictions outlined in Section B of this document.

2. Incentive Criteria

2a. Following delivery of CLIN 1002, with previous completion of CLINs 0001, 0005, 0006, and 1001, the Contractor shall provide the PM and PCO written proof of acceptance by the Government of the CAB-E and CAB-S EDMs. The latest date of delivery resulting in Government acceptance shall be used to determine the amount of schedule performance incentive fee to which the Contractor is entitled.

2b. Following the delivery of the draft TDP for CAB-E and CAB-S and conditional Government acceptance of CDRL A003, with the previous completion of CLINs 0001, 0005, 0006, 1001 and 1002, the Contractor shall provide the PM and PCO proof of acceptance of the of the CAB-E and CAB-S draft TDPs by the Government. The schedule performance incentive fee shall be calculated based upon the latest date of delivery resulting in Government acceptance of the draft TDP. Partial or conditional acceptance, i.e. the TDP is tentatively accepted pending resolution and incorporation of comments shall be, for the purposes of fee calculation, considered to have been delivered on Contractor's latest delivery date if all of the Government comments are successfully adjudicated within 30 days of receiving said comments from the Government. If all comments are not successfully adjudicated within 30 days of receipt by the Contractor, then the acceptance date shall be considered to be the date on which the last outstanding comment was successfully addressed. This date is to be determined by a consensus between the PM and the PCO.

2c. Following delivery of CLINs 2003 and 2004, with previous completion of CLINs 0001, 0005, 0006, 1001, 1002, 1006 and 1007 the Contractor shall provide the PM and PCO proof of acceptance by the Government of the

CAB-E and CAB-S PPU. The latest date of delivery resulting in Government acceptance shall be used to determine the amount of schedule performance incentive fee to which the Contractor is entitled.

2d. Following the delivery of the final TDP for CAB-E and CAB-S and final Government acceptance of CDRL A003, with previous completion of CLINs 0001, 0005, 0006, 1001, 1002, 1006, and 1007 the Contractor shall provide the PM and PCO proof of acceptance by the Government of the CAB-E and CAB-S TDPs. The schedule performance incentive fee shall be calculated based upon the latest date of delivery resulting in Government acceptance of the final TDP. Partial or conditional acceptance, i.e. the TDP is tentatively accepted pending resolution and incorporation of comments shall be, for the purposes of fee calculation, considered to have been delivered on Contractor's latest delivery date if all of the Government comments are successfully adjudicated within 30 days of receiving said comments from the Government. If all comments are not successfully adjudicated within 30 days of receipt by the Contractor, then acceptance date shall be considered to be the date on which the last outstanding comment was successfully addressed. This date is to be determined by a consensus between the PM and the PCO.

3. Within forty-five (45) days of receipt of the Contractor's proof of acceptance the PM and PCO will make a determination of whether the Contractor has met the criteria for the payment of the Technical and/or Schedule Performance Incentive fee. Following the determination of whether the Contractor has met the criteria for the payment of the Technical and/or Schedule Performance Incentive fee, the PCO will issue a modification to the contract providing any Performance Incentive fee earned.

E. Technical Performance Incentive may be earned as follows:

If all CLIN threshold criteria are met, the Contractor may earn a Technical Performance Incentive of up to 2% of the target cost (excluding FCCM) of the applicable CLINs as outlined in this document for improvement to the specific technical performance parameter as defined below. The Technical Performance Incentive pool shall be divided equally between dual beam operation and the combined weight of all mast-mounted CAB-E assembly components:

1. Dual beam operation in the CAB-E and CAB-S antennas

The Government intends to provide the Contractor a technical performance incentive for the CAB antenna's ability to perform dual beam operation. The dual beam operation will be demonstrated during testing of the CAB-E and CAB-S PPU. The successful demonstration of dual beam capability will result in a payout of half of the Technical Performance Incentive pool.

2. Combined weight of all mast-mounted CAB-E assembly components

The following is taken from the CAB-E Specification:

"The combined weight of all mast-mounted CAB-E assembly components *shall* not exceed 242 pounds."

The Government intends to provide the Contractor an incentive to reduce the in CAB-E assembly component's weight. A 5% reduction in weight will result in a payout of half of the Technical Performance Incentive. See below for the payout structure:

1% reduction in weight	10% of available Technical Performance Incentive pool
2% reduction in weight	20% of available Technical Performance Incentive pool
3% reduction in weight	30% of available Technical Performance Incentive pool
4% reduction in weight	40% of available Technical Performance Incentive pool
5% reduction in weight	50% of available Technical Performance Incentive pool

Combined weight of all mast-mounted CAB-E components will be measured upon acceptance of CLIN 2003.

F. The Contractor may earn a Schedule Incentive up to 3% of the target cost (excluding FCCM) of the applicable CLINs as outlined in this document for delivery ahead of schedule of the following items:

EDM Delivery	15% of Schedule Performance Incentive pool
Draft TDP Delivery	15% of Schedule Performance Incentive pool
Delivery of 1 st PPU for CAB-E and CAB-S	35% of Schedule Performance Incentive pool
TDP Delivery	35% of Schedule Performance Incentive pool

For each day of early delivery of the specified items, 1.67% of the available Schedule Performance Incentive pool will be paid to the Contractor. These items are separate and distinct from one another. Portions of the Schedule Performance Incentive pool not earned for a particular item shall not be available in the Schedule Performance Incentive pool for subsequent items. 100% of the Schedule Performance Incentive pool will be paid for early deliveries 60 days ahead of schedule or greater. An example is shown below:

Schedule Performance Incentive Pool Available			\$450,000
EDM Delivery 45 days early	45	1.67%	75.15%
Total EDM Delivery Incentive Paid			\$338,175

G. To ensure that pursuit of the Technical and/or Schedule Performance Incentive does not come at the expense of the overall CAB FoA effort, the total Performance Incentive amount available to be earned may be forfeited based on the Contractor's Estimate at Completion (EAC), taken from the Contractor's CPR one month after delivery and the Government's validation of the EAC for CLINs 1002, 2003 and 2004.

1. If the Contractor's EAC is equal to or less than Target Cost (excluding FCCM) of the applicable CLINs plus 10% then the Performance Incentive amount available to be earned will not be forfeited.
2. If the Contractor's EAC is greater than Target Cost (excluding FCCM) of the applicable CLINs plus 10% then the Contractor forfeits the opportunity to earn the Performance Incentive.

If, at the completion of all CLINs subject to the Technical and Schedule Performance Incentive Fee, the Contractor has exceeded the Target Cost (excluding FCCM) of the applicable CLINs plus 10%, then the Contractor is deemed to have not met the eligibility requirements for payment of the Performance Fee. To recover that portion of the Performance Incentive Fee already invoiced and expended, remaining invoices shall be decremented for the amount of the Performance Incentive Fee already obligated. If the remaining amount to be invoiced is not sufficient to repay all of the Performance Fee invoiced and expended, the Contractor shall reimburse the United States Treasury the difference within 60 days of notification by the PCO.

H. The Government's determination of the amount of Performance Incentive earned is a unilateral decision made solely at the discretion of the Government pursuant to the criteria outlined in this clause.

I. The Contractor will be paid any earned Performance Incentive amount(s) upon submittal of a proper invoice to the cognizant payment office. The Contractor's invoice shall show the amount of Performance Incentive earned. The Contractor's invoice must cite the appropriate Contract Line Item Number in order for payment to be effected.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

LIMITATION OF COST/LIMITATION OF FUNDS (NAVSEA) (SEP 1990)

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993) (Applicable to CLINs 0001, 0003, 0005, 0006, 1001, 1002, 1004, 1006, 1007, 2002, 2003, 2004, 2006 and 2007)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to TBD percent () of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993) (Applicable to CLINs 0002, 1003, and 2001)

- (a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.
- (b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to TBD percent (%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money) Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.
- (c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.
- (d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (Applicable to CLINs 0003, 1004, 2002)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
- (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

CLIN	TYPE
0001	CPIF
0002	CPFF
0003	Cost Only
0004	NSP
0005	CPIF
0006	CPIF
0007	FFP
1001	CPIF
1002	CPIF
1003	CPFF
1004	Cost Only
1005	NSP
1006	CPIF
1007	CPIF
2001	CPFF
2002	Cost Only
2003	CPIF
2004	CPIF
2005	NSP
2006	IF
2007	IF

CPIF – Cost Plus Incentive Fee

CPFF – Cost Plus Fixed Fee

NSP – Not Separately Priced

IF – Incentive Fee

FFP- Firm Fixed Price