

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE S	PAGE OF PAGES 1 15
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 13-Apr-2012	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127		CODE N00039	7. ADMINISTERED BY (If other than item 6) 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-0003
				X	9B. DATED (SEE ITEM 11) 19-Mar-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.) 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)		
			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 13-Apr-2012	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The due date for receipt of proposals has been extended to 01 May 2012 as reflected in this amendment. A conformed Solicitation N00039-12-R-0003 thru Amendment 0002 will be posted with this amendment.

SECTION B - SUPPLIES OR SERVICES AND PRICES

1. The following CLINs have been modified:

CLIN 0008

The CLIN extended description has changed from "Contract Data Requirements List (CDRLs) in support of CLIN 0006. Base Period - Not Separately Priced (NSP). DD Form 1423, (Price included in CLIN 0004). Exhibit A." to "Contract Data Requirements List (CDRLs) in support of CLIN 0006. Base Period - Not Separately Priced (NSP). DD Form 1423, (Price included in CLIN 0006). Exhibit A."

CLIN 1003

The CLIN extended description has changed from "First Article Inspection (FAI) Testing IAW SOW Section 3.9 Production Year 1" to "First Article Inspection (FAI) Testing IAW SOW Section 3.9.3.1 Production Year 1."

CLIN 1004

The CLIN extended description has changed from "ATIP Production Year 1. Provisioned Item Order (PIO). IAW SOW Section 3.10.3.1 NTE \$1,067,773. (See Note 3)" to "ATIP Production Year 1. Provisioned Item Order (PIO). IAW SOW Section 3.10.3. NTE \$1,067,773. (See Note 3)."

CLIN 2004

The CLIN extended description has changed from "ATIP Production Year 2. Provisioned Item Order (PIO). IAW SOW Section 3.10.3.1 NTE \$1,085,925. (See Note 3)." to "ATIP Production Year 2. Provisioned Item Order (PIO). IAW SOW Section 3.10.3 NTE \$1,085,925. (See Note 3)."

CLIN 3003

The CLIN extended description has changed from "First Article Inspection (FAI) Testing. IAW SOW Section 3.9. Production Year 3" to "First Article Inspection (FAI) Testing IAW SOW Section 3.9.3.1 Production Year 3."

CLIN 3004

The CLIN extended description has changed from "ATIP Production Year 3. Provisioned Item Order (PIO) IAW SOW Section 3.10.3.1. NTE \$1,104,385. (See Note 3)." to "ATIP Production Year 3. Provisioned Item Order (PIO) IAW SOW Section 3.10.3. NTE \$1,104,385. (See Note 3)."

CLIN 4002

The CLIN description has changed from "CDRLs in support of CLIN 4000-NSP" to "CDRLs in support of CLIN 4000 & 4001-NSP."

The CLIN extended description has changed from "Contract Data Requirements List (CDRLs) in support of CLIN 4000. Production Year 4. DD Form 1423, (Price included in CLIN 4000). Exhibit A" to "Contract Data

Requirements List (CDRLs) in support of CLIN 4000. Production Year 4. DD Form 1423, (Price included in CLINs 4000 & 4001) Exhibit A.”

CLIN 4004

The CLIN extended description has changed from “ATIP Production Year 4. Provisioned Item Order (PIO). IAW SOW Section 3.10.3.1 NTE \$280,790. (See Note 3). to “ATIP Production Year 4. Provisioned Item Order (PIO). IAW SOW Section 3.10.3 NTE \$280,790. (See Note 3).”

2. Clause 252.232-9200 ALLOTMENT OF FUNDS (JAN 1989) have been added by full text.

3. In clause B-1 DETERMINATION OF INCENTIVE FOR MILESTONE PERFORMANCE (Applicable to CLINs 0001 and 0002), Milestone 7 in the Table of Paragraph (5) to has been as modified as follows:

“(5) Milestones: Completion Dates and Fee Amounts:

The following table lists the milestones and their corresponding successful completion requirements as well as the potential fees.

Milestone	Successful Completion Date (in MACA)	Fee Pool (as percentage of Target Cost for CLIN 0001 and 0002)
CLIN 0001		
1. System Design Review (SDR)	NLT 1 MACA	0.20%
2. Preliminary Design Review (PDR)	NLT 2 MACA	0.40%
3. Critical Design Review (CDR)	NLT 6 MACA	0.80%
4. Design Verification Test (DVT) Test Readiness Review (TRR)	NLT 10 MACA	0.60%
5. Complete Design Verification Test (DVT)	NLT 11 MACA	1.20%
6. Deliver Total Required ATIP EDMs	NLT 12 MACA	0.80%
Total		4%
CLIN 0002 – OPTION		
7. Deliver ATIP Terminal Simulator (TermSim)	NLT 6 MAOE	4%

MACA = Months after contract award; MAOE = Months after option exercise; NLT = No Later Than; TBC = To be calculated.”

4. In clause 5252.216-9201 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003), the CLIN references in the title of have been revised as follows: “(Applies to CLINs 0006, 1005, 2005, 3005, 4005, if exercised).”

SECTION E - INSPECTION AND ACCEPTANCE

5. Clause E-304 INSPECTION AT ORIGIN AND ACCEPTANCE AT DESTINATION (JAN 2002) has been renamed and revised as follows:

E-1 INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted as follows:

CLIN	DESCRIPTION	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
	Base Year				
0001	ATIP Engineering Development Models (EDM) Units	Government Facility	Government	RECEIVING OFFICER ATTN: DAVID ARELLANES, 55230 M/F: BUILDING 3417 (T-17) SSC LANT 1008 TRIDENT STREET HANAHAN SC 29410 (843) 218-3835	Receiving Officer
0002	ATIP Terminal Simulator	Government Facility	Government	Same as CLIN 0001	Receiving Officer
0003	Contract Data Requirements List (CDRLs) in support of CLIN 0001 & 0002	Government Facility	Government	In accordance with (IAW) CDRL	Government
0004	Engineering Support Services	IAW TDL	Government	IAW Technical Direction Letter (TDL)	Government
0005	Other Direct Cost (ODC) in support of CLIN 0004	IAW TDL	Government	IAW TDL	Government
0006	CDRLs in support of CLIN 0004	IAW CDRL	Government	IAW CDRL	Government
Options:	Production Year 1				
1000	ATIP Production Units	Contractor's Facility	DCMA	Same as CLIN 0001	Same as CLIN 0001
1001	ATIP TermSim	Contractor's Facility	DCMA	Same as CLIN 0001	Same as CLIN 0001
1002	CDRLs in support of CLIN 1000 & 1001	Government Facility	Government	IAW CDRL	Government
1003	First Article Inspection (FAI)	Contractor's Facility	DCMA	IAW ATIP Statement of Work (SOW)	DCMA
1004	Provisioned Item Order (PIO)	Contractor's Facility	DCMA	Government Facility	Government
1005	Engineering Support Services	IAW TDL	Government	IAW TDL	Government
1006	Other Direct Cost (ODC) in support of CLIN 1005	IAW TDL	Government	IAW TDL	Government
1007	CDRLs in support of CLIN 1005	IAW CDRL	Government	IAW CDRL	Government
Options:	Production Year 2				
2000	ATIP Production Units	Contractor's Facility	DCMA	Same as CLIN 0001	Same as CLIN 0001
2001	ATIP TermSim	Contractor's Facility	DCMA	Same as CLIN 0001	Same as CLIN 0001
2002	CDRLs in support of CLIN 2000 & 2001	Government Facility	Government	IAW CDRL	Government
2003	First Article Inspection (FAI)	Contractor's Facility	DCMA	IAW ATIP SOW	DCMA
2004	Provisioned Item Order (PIO)	Contractor's Facility	DCMA	Government Facility	Government
2005	Engineering Support Services	IAW TDL	Government	IAW TDL	Government

(End of clause)

SECTION F - DELIVERIES OR PERFORMANCE

6. Clause 52.211-8 TIME OF DELIVERY (JUN 1997)--ALTERNATE III (APR 1984) modified as follows:

52.211-8 TIME OF DELIVERY (JUN 1997)--ALTERNATE III (APR 1984)

(a) The Government requires delivery to be made according to the following schedule:

CLIN	Description	Delivery Date	Quantity	Ship to Address	UIC
	Base Year				
0001	ATIP EDMs	12 months after contract award (MACA)	10	RECEIVING OFFICER ATTN: DAVID ARELLANES, 55230 M/F: BUILDING 3417 (T-17) SSC LANT 1008 TRIDENT STREET HANAHAN SC 29410 (843) 218-3835	N65236
0002	ATIP TermSim	In Accordance With (IAW) SOW	3	Same as Item 0001	Same as Item 0001
0003	CDRL Data in support of CLIN 0001 & 0002	IAW CDRL		IAW CDRL	N00039
0004	Engineering Support Services	IAW TDL	Lot	IAW TDL	N00039
0005	ODCs in support of CLIN 0004	IAW TDL		IAW TDL	N00039
0006	CDRL Data in support of CLIN 0004	IAW CDRL		IAW CDRL	N00039
Options:	Production Year 1				
1000	ATIP Production Units	90 Days After Option Exercise (AOE))	15 at 90 days AOE, 7 per month thereafter until order is complete Max 125	Same as Item 0001	Same as Item 0001

CLIN	Description	Delivery Date	Quantity	Ship to Address	UIC
1001	ATIP TermSim	90 Days AOE	One at 90 days AOE, one per month thereafter until order is complete Max: 3	Same as Item 0001	Same as Item 0001
1002	CDRL Data in support of CLIN 1000 & 1001	IAW CDRL		IAW CDRL	N00039
1003	First Article Inspection	IAW SOW		IAW SOW	N00039
1004	Provisioned Item Order (PIO)	IAW PIO		IAW PIO	N00039
1005	Engineering Support Services	IAW SOW	Lot	IAW SOW	N00039
1006	ODCs in support of CLIN 1005	IAW SOW		IAW SOW	N00039
1007	CDRL Data in support of CLIN 1005	IAW CDRL		IAW CDRL	N00039
Options:	Production Year 2				
2000	ATIP Production	90 Days After Option Exercise (AOE))	15 at 90 days AOE, 7 per month thereafter until order is complete Max 115	Same as Item 0001	Same as Item 0001
2001	ATIP TermSim	90 Days AOE	One at 90 days AOE, one per month thereafter until order is complete Max: 3	Same as Item 0001	Same as Item 0001
2002	CDRL Data in support of CLIN 2000 & 2001	IAW CDRL		IAW CDRL	N00039
2003	First Article Inspection	IAW SOW		IAW SOW	N00039
2004	Provisioned Item Order (PIO)	IAW PIO		IAW PIO	N00039
2005	Engineering Support Services	IAW SOW	Lot	IAW SOW	N00039
2006	ODCs in support of CLIN 2005	IAW SOW		IAW SOW	N00039
2007	CDRL Data in support of CLIN 2005	IAW CDRL		IAW CDRL	N00039

CLIN	Description	Delivery Date	Quantity	Ship to Address	UIC
Options:	Production Year 3				
3000	ATIP Production	90 Days After Option Exercise (AOE))	15 at 90 days AOE, 7 per month thereafter until order is complete Max 110	Same as Item 0001	Same as Item 0001
3001	ATIP TermSim	90 Days AOE	One at 90 days AOE, one per month thereafter until order is complete Max: 3	Same as Item 0001	Same as Item 0001
3002	CDRL Data in support of CLIN 3000 & 3001	IAW CDRL		IAW CDRL	N00039
3003	First Article Inspection	IAW SOW		IAW SOW	N00039
3004	Provisioned Item Order (PIO)	IAW PIO		IAW PIO	N00039
3005	Engineering Support Services	IAW SOW	Lot	IAW SOW	N00039
3006	ODCs in support of CLIN 3005	IAW SOW		IAW SOW	N00039
3007	CDRL Data in support of CLIN 3005	IAW CDRL		IAW CDRL	N00039
Options:	Production Year 4				
4000	ATIP Production Option	90 Days After Option Exercise (AOE))	10 at 90 days AOE, 5 per month thereafter until order is complete Max 25	Same as Item 0001	Same as Item 0001
4001	ATIP TermSim	90 Days AOE	One at 90 days AOE, one per month thereafter until order is complete Max: 3	Same as Item 0001	Same as Item 0001
4002	CDRL Data in support of CLIN 4000 & 4001	IAW CDRL		IAW CDRL	N00039
4003	First Article Inspection	IAW SOW		IAW SOW	N00039

CLIN	Description	Delivery Date	Quantity	Ship to Address	UIC
4004	Provisioned Item Order (PIO)	IAW PIO		IAW PIO	N00039
4005	Engineering Support Services	IAW SOW	Lot	IAW SOW	N00039
4006	ODCs in support of CLIN 4005	IAW SOW		IAW SOW	N00039
4007	CDRL Data in support of CLIN 4005	IAW CDRL		IAW CDRL	N00039

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

WITHIN TBD DAYS AFTER
 DATE OF RECEIPT OF
 ITEM NO. QUANTITY WRITTEN NOTICE OF AWARD

(End of clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

7. In clause H-1 ORDERING PROVISIONING ITEMS, paragraph (n) has been modified as follows:

“(n) Provisioning Document, Specification, or Description of Work. The applicable provisioning document or specification or the description of the work is set forth below. To the extent of any inconsistency between any provisioning document or specification referred to below and the Schedule, the Schedule shall control.

<u>CLIN</u>	<u>Provisioning Document, Specification, or Description of Work</u>
1004, 2004, 3004, 4004	When ordered by the PCO, the Contractor shall provide spares and repair parts IAW the requirements of Attachment (1), Statement of Work, Paragraph 3.10.3.”

8. Clause 5252.245-9201 GOVERNMENT FURNISHED PROPERTY has been renamed “H-2 GOVERNMENT FURNISHED PROPERTY”.

9. Clause H-405 EXERCISE OF OPTION has been renamed “H-3 EXERCISE OF OPTION”.

SECTION I - CONTRACT CLAUSES

10. The following clauses have been added by reference:

52.209-3	First Article Approval--Contractor Testing	SEP 1989
52.232-16	Progress Payments	AUG 2010
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
252.219-7004	Small Business Subcontracting Plan (Test Program)	JAN 2011
252.225-7001	Buy American Act And Balance Of Payments Program	OCT 2011
252.232-7004	DOD Progress Payment Rates	OCT 2001

11. The following clauses have been deleted:

52.233-3	Protest After Award	AUG 1996
52.246-18	Warranty Of Supplies Of A Complex Nature	MAY 2001
252.225-7001 Alt I	252.225-7001 Buy American Act and Balance of Payments Program (JAN 2009) Alternate I	DEC 2010

12. The following duplicate clauses have been deleted:

52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
252.204-7006	Billing Instructions	OCT 2005

13. The following included by reference have been revised:

52.202-1	Definitions	JUL 2004
52.204-7	Central Contractor Registration	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
252.203-7003	Agency Office of the Inspector General	SEP 2010
252.215-7002	Cost Estimating System Requirements	MAY 2011
252.227-7013	Rights in Technical Data--Noncommercial Items	SEP 2011
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAR 2011
252.227-7015	Technical Data--Commercial Items	SEP 2011
252.242-7005	Contractor Business Systems	MAY 2011
252.242-7006	Accounting System Administration	MAY 2011
252.245-7003	Contractor Property Management System Administration	MAY 2011

14. Clause 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001) has been incorporated in full text and with fill-in information added as follows:

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)

Definitions. Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

Defect means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean "data."

(b) Contractor's obligations. (1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor **within one year after delivery.**

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall (i) promptly correct the defect, or (ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within **45 days after delivery of the nonconforming supplies.** Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within **30 days** a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within **30 days** to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperfomed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government. (1) The rights and remedies of the Government provided in this clause--

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within **45 days** after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at **a location to be determined at the time notice is given by the Contracting Officer.**

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to--

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise--

(i) Obtain detailed recommendations for corrective action and either--

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

15. The following Exhibits and Attachments have been modified:

Exhibits:

Exhibit A - Contract Data Requirements List (CDRL) A001 through A100 12 April 2012

(Note the following CDRL Changes: Block A. Contract Line Item No. was revised to add CLIN references; Block B. Exhibit. was revised to reflect Exhibit A in lieu of Exhibit B, and Block C. Category. was revised to reflect the right category reference where necessary.)

Attachments:

Attachment 1 - ATIP Statement of Work (SOW) 12 April 2012

(Note: the description of changes to the SOW can be found in the Document Change History following the Cover page of the SOW.)

Attachment 10 - ATIP TMCR Version 1 Final 5 April 2012

(Note: Section 2.2.1.3 Handbooks was revised to remove reference to USM Content Management and Configuration Control Guide.).

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

16. Full text clause 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS has been updated from version (MAY 2011) to (MAR 2012).

17. Full text clause 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS has been updated from version (SEP 2011) to (NOV 2011) as follows:

18 The following clause has been deleted:

52.230-1	Cost Accounting Standards Notices And Certification	OCT 2008
----------	-----------------------------------------------------	----------

19. The following duplicate clauses have been deleted:

52.203-2	Certificate Of Independent Price Determination	APR 1985
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

20. Full text clause 52.209-752.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012) has been updated from version (JAN 2011) to (FEB 2012).

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

21. The following duplicate clause have been deleted:

52.215-23

Limitations on Pass-Through Charges

OCT 2009

22. In clause L-317 – SUBMISSION OF PROPOSALS (COMPLEX) (JUL 1999), paragraphs 1.2; 3.0 (vi); and 5.4.2.1 have been revised as follows:

1.2 TIME & DATE FOR RECEIPT OF PROPOSALS

The time and date for receipt of proposals is **12:00 pm, 01 May 2012**, in accordance with paragraph 1.7 within this provision. Submissions are subject to the late proposal provisions of FAR 52.215-1, Instructions to Offerors-Competitive Acquisition. All times are local time in San Diego, California.

3.0 (vi) Section F: Systems and Compliances

The Offeror shall provide documentation that demonstrates they currently have an adequate Accounting System, Estimating System, and Purchasing System. If available, the Offeror shall include the report number and date of the cognizant DCAA office's determination stating that the Offeror's accounting system is adequate for the accumulation, reporting, and billing of costs under a cost reimbursement contract (attach a copy of the report). If the Offeror does not have a determination from DCAA regarding its accounting system, the Offeror shall provide documentation as to why their business systems have not been reviewed or why documentation cannot be provided, and justification as to the adequacy of their accounting system. In making the responsibility determination, the Government may pursue additional reviews of the Offeror's business systems to determine adequacy. In order to be awarded a cost reimbursement contract, a contractor must have an adequate accounting system in accordance with 16.301-3. Additionally, the Offeror must have a DCMA-approved Disclosure Statement prior to contract award in accordance with FAR 30.202-6. The Offeror shall include the report number and date of the cognizant DCMA office's determination stating that the Offeror's Disclosure Statement is adequate (attach a copy of the report).

5.4.2.1 Attachment 6-1 Cost Element CLIN Traceability Breakout

The Offeror/major subcontractor shall provide a time-phased (by Government Fiscal Year Quarter and Government Fiscal Year), detailed cost element breakout of labor, material, subcontracts and G&A/other costs at Level 2 of the WBS (*Attachment 6-1*) for each CLIN.

The intent of *Attachment 6-1* is to allow the Offeror/major subcontractor to provide a consolidated, fully traceable breakout of the proposed cost at Level 2 of the WBS, using the Offeror's/major subcontractor's own labor categories, burdens and other aspects of the Offeror's/major subcontractor's accounting structure.

The cost breakdown shall indicate the Offeror's total proposed cost (broken down by labor hours, rates, and dollars; material dollars, Other Direct Cost (ODC) dollars, and subcontract dollars) including applicable overheads, indirect rates and dollars, General and Administrative (G&A), Facilities Capital Cost of Monies (FCCM), and fee. Any Major Subcontractor's (greater than **10%** of prime Offeror's proposed cost) shall be provided in complete detail with cost breakout. Any information submitted must support the costs proposed. Include sufficient detail or cross references to clearly establish the relationship of the information provided to the cost proposed. Support any information provided by explanations or supporting rationale, as needed, to permit the Contracting Officer and authorized representatives to evaluate the documentation.

23. In clause L-500 NOTIFICATION OF USE OF CONTRACTOR SUPPORT, the Company Points of Contact have been added to as follows:

Company Points of Contact:

Company	POC	Contact Information
Booz Allen Hamilton	Kathy Clark	Email: clark_kathy@bah.com Phone: (619) 725-6765
Systems Technology Forum, Ltd,	Gerrit Van Glabbeek	Email: gvan@stfltd.com Phone: (619) 780-0627

(End of Summary of Changes)