

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER AUG 15 2012		2. CONTRACT NO. (if any) GS35F0229K		6. SHIP TO:	
3. ORDER NO. DR-33-06-317-T080		4. REQUISITION/REFERENCE NO. CSO-12-150/CSO-12-147 date 7/17/12-8/3/12		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Wanda M Brown Mail Stop T-7-1-2 Washington, DC 20555		7. TO:		b. STREET ADDRESS Attn: Bill Dabbs 11545 Rockville Pike Mail Stop: 2-C2M	
a. NAME OF CONTRACTOR MAR, INCORPORATED		b. COMPANY NAME		c. CITY Washington	
c. STREET ADDRESS 1803 RESEARCH BLVD STE 204		d. STATE DC		e. ZIP CODE 20555	
d. CITY ROCKVILLE		e. STATE MD		f. ZIP CODE 208506106	
8. ACCOUNTING AND APPROPRIATION DATA 2012-7S-51-J-145 N7343 252A 31x0200 \$37,000.00 FFSRQ123312 2012-7S-51-J-145 N7343 252A 31x0200 \$218,000.00 FFSRQ122972 NAICS:541511 DUN#062021639		9. CONTINUATION Page		10. REQUISITIONING OFFICE CSO	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB		12. F.O.B. POINT N/A			
13. PLACE OF a. INSPECTION Rockville, MD		b. ACCEPTANCE Rockville, MD		14. GOVERNMENT B/L NO. N/A	
				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) N/A	
				16. DISCOUNT TERMS N/A	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY RECEIVED (g)
	<p>The contractor shall provide the U.S. Nuclear Regulatory Commission with "Enterprise Security Architecture" in accordance with the following:</p> <ol style="list-style-type: none"> Attached Statement of Work Attached Schedule of Supplies or Services and Price/Cost Terms and conditions of GSA Schedule No. GS35F0229K Terms and Conditions of Nuclear Regulatory Commission delivery order No. DR-33-06-317 <p>Reference: MAR Quotation (Ref# 2012-117/WA2269), dated 8/7/2012</p> <p>ACCEPTANCE: <u>Linda Klages</u> 8/15/2012 Signature Date Linda Klages, Vice President, Contracts Print Name/Title</p>				See CONTINUATION Page	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages) 17(i) GRAND TOTAL
	21. MAIL INVOICE TO:						
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4						
	b. STREET ADDRESS (or P.O. Box) Attn: (insert contract or order number)		PHONE: FAX:		c. CITY Washington		
		d. STATE DC		e. ZIP CODE 20555		Obligation \$255,000.00	
22. UNITED STATES OF AMERICA BY (Signature) <i>William A. Adams</i>					23. NAME (Print) William A. Adams Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 2012)
PRESCRIBED BY GSA/FAR 48 (FR 53.213(f))

SUNSI REVIEW COMPLETE

AUG 31 2012

TEMPLATE - ADM001

ADM002

Table of Contents

ORDER FOR SUPPLIES OR SERVICES	
SCHEDULE OF PRICE/COST.....	1
STATEMENT OF WORK.....	2
A.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	11
A.2 52.232-22 LIMITATION OF FUNDS (APR 1984).....	11
A.3 FUNDING.....	12

Deliver Order DR-33-06-317

Task Order (80)

NRC Enterprise Security Architecture Task Order

1.0 OBJECTIVE

The NRC requires the work described in this Task Order to build and sustain the agency Enterprise Security Architecture (ESA), in alignment with other NRC infrastructure and processes. The Contractor will assist the NRC through the development and maintenance of the NRC ESA Principles and Framework to provide a continuing risk-based, defense-in-depth security architecture to protect the confidentiality, integrity and availability of the agency's sensitive information and information network(s) and systems.

The Contractor will ensure that the ESA is a subset of and maintains alignment with the NRC and the Federal Enterprise Architecture models. The ESA will be developed in conjunction with the NRC Strategic Plan, the NRC Information Technology (IT) / Information Management (IM) Roadmap and the current release of the NRC Technical Reference Model and IT Services Catalog. The Contractor will use the current, published release of the Federal Enterprise Architecture and the Federal Segment Architecture Methodology in development of the NRC ESA.

The Contractor will work with the NRC System Owners, the Computer Security Office (CSO) Cyber Situation Awareness, Analysis, and Response Team (CSAART), Office of Information Services (OIS) Enterprise Architecture Branch (EAB), and other stakeholders as necessary to develop and maintain the "as-is" architecture, "to-be" architecture, and the agency's transition strategy to achieve the target architecture each year. The target architecture should project no more than 3 years into the future as technology continues an ever-tighter evolutionary cycle.

The Contractor shall work to ensure that the "as-is" and target Enterprise Security Architectures enable rapid visibility into the security posture of the NRC IT operational environment to enable CSO cyber situational awareness. The "as-is" should provide baseline visibility for the CSO during the 2012 fiscal year and beyond.

2.0 BACKGROUND

The CSO requires expertise in computer security and enterprise architecture planning for the purpose of developing and maintaining an NRC ESA. The NRC ESA is envisioned to be an integral and critical component within the overall NRC Enterprise Architecture which is developed and maintained by the OIS. The NRC conducts IT modernization planning and implementations through related processes and artifacts (IT/IM Roadmap, NRC Technical Reference Model, NRC Project Management Methodology (PMM), and NRC Systems Security Plans). The work described in this Task Order outlines the process the NRC will use to develop and maintain the NRC ESA in alignment with the overall NRC Enterprise Architecture and these related processes and artifacts.

Recent studies conducted by both the Government Accounting Office and the Computer Security Institute have found that the number of cyber security threats to both the government and the private sector continues to be on the rise. The potential for damage to both the physical critical infrastructure and the ability for the United States to effect continuity of government could be greatly impacted or denied by successful cyber security attacks. The NRC is not exempt from the continuing and persistent threat that is part of any organization operating and dependent on the Internet.

3.0 NRC ESA PROGRAM

The NRC recognizes that cyber warfare applies to all agency systems and infrastructure. As a result, the CSO seeks to provide and build, a sustainable Enterprise Security Architecture, wherein the following principles and objects drive the Task Order deliverables.

Principles

- Security levels applied to resources should be commensurate to their value to the organization and sufficient to contain risk to an acceptable level.
- The security architecture must accommodate varying security needs.
- The security architecture must provide integrated security services that enable the enterprise to conduct safe and secure business electronically.
- A single, accurate and consistent system date and time should be maintained across the enterprise architecture and security elements to enable service-wide root cause analysis, response and containment. Users will see the time local to their geographic location.

Objectives

- Ensuring that the NRC IT Infrastructure, IT Services, system software and components as articulated in the ESA continually enable the appropriate risk based protection of NRC information and information systems.
- The target ESA, along with other NRC Computer Security Office solutions and deliverables will at a minimum, support the 2010 Federal Information Security Management Act Reporting Requirements for all executive agencies.
- The target ESA will support HSPD-12, IPv6, as well as the latest published, released version of the Federal CIO Council Information Security Line of Business and Security and Privacy Profile.
- The target ESA will support the legal information security requirements established by Federal and NRC regulations, statutes, standards and guidance pertaining to NRC information confidentiality, accessibility, availability and integrity.
- The ESA will enable the NRC to assess the maturity of the operational environment using the latest version of the System Administration, Network, and Security (SANS) Institute Consensus Audit Guidelines (CAG).
- The ESA will support the secure, efficient transaction of business and delivery of services. The ESA will support the Separation of Duties Principle.
- The ESA will leverage opportunities to obtain IT security synergy and provide economies of scale in concert with ESA principles and objectives.

4.0 SUMMARY OF WORK

The contractor shall perform independent security planning services for the purpose of developing and updating an NRC ESA. The services required shall include but not be limited to:

- Assist the CSO in developing and establishing new ESA processes for developing and maintaining the NRC ESA; periodic (annual) updates will be required to maintain the ESA as a planning and communications tool which is actively utilized by the NRC.
- Develop an Integrated Master Schedule for planning and executing sub-tasks which develop and update the components of the NRC ESA; these components include artifacts for the As-Is ESA, Target ESA, Transition Plan, and related Solutions Architectures.
- Provide recommendations on Enterprise Architecture tools to automate and maintain the Enterprise Security Architecture effort.
- Develop and update communications tools and materials that are utilized to involve core NRC organizations and stakeholders so that the resulting ESA updates are accepted and institutionalized across the NRC; these tools include team Charters and a formal Communications Plan.

- Support ESA planning, analysis, collaboration, and documentation to develop and update the ESA artifacts; these artifacts include As-Is Architectures, To-Be Architectures, Transition Plan, and Solutions Architectures. The contractor shall ensure that these efforts incorporate the latest guidance and mandates provided by the Office of Management and Budget.
- Identify and align the ESA with NRC mission, business and security requirements with the related NRC IT processes for (1) IT policies--NRC Management Directives and Yellow Announcements; (2) IT planning processes--strategic, modernization, investment projects, systems lifecycle methodology; (3) IT implementations -- NRC IT/IM Roadmap, business line Enterprise Architecture, and NRC Technical Reference Model.
- Provide independent analysis of NRC security requirements and controls to identify gaps and provide recommendations of industry best practices, trends, and products as a part of the annual updates to the NRC ESA.
- Evaluate near term areas to focus improvement analysis on security solutions which leverage current IT/IM services and could be implemented through a six month delivery cycle; provide a solutions framework for actionable projects and capabilities which includes security requirements, alternatives analysis, and recommendations.

4.1 Specific Task Requirements

The contractor shall perform the following tasks in support of this effort.

Project Management

The contractor shall:

1. Develop and maintain a project plan for all ESA activities. The ESA Project Plan will describe the scope (requirements), time, cost, resources and risks associated with the development, sustainment and maturity of the ESA and all subsequent ESA task order deliverables. The Contractor will use the NRC PMM to construct the Integrated Master Schedule. The NRC PMM leverages the IBM Rational Unified Process (RUP) four key life-cycle phases, inception, elaboration, construction and transition. The ESA Project Plan is an Integrated Master Schedule and must provide sufficient definition to track each sub-task against time, scope, resources, risks and quality. Each Version of the annual ESA Project Plan will be produced by the Contractor as a deliverable, reviewed by the NRC. Once the NRC has approved the Version, the ESA Project Plan will be based-lined. The Contractor will maintain and provide monthly updates to the CSA SITSO and the Project Officer.
2. Develop a Monthly Status Report that identifies the status of all work activities accomplished during the reporting period, work activities planned for the next month, and any issues or risks to successfully completing work activities per the cost and schedule. The format of the report will be determined by the COR.
3. Develop and Maintain an ESA Communications Plan. The Communications Plan shall ensure on-going communication of the ESA activities and artifact updates across the agency. This deliverable will adhere to NRC standards for internal Communications Plans.

Security Engineering

The contractor shall:

1. Review current ESA related Processes, evaluate those processes, and provide recommendations on how to improve current NRC processes which are related ESA.

2. Research, evaluate, and compare Enterprise Architecture methods, best practices processes and tools. The Contractor shall make recommendations using their research to enable and sustain a sound, efficient and viable ESA approach that includes the use of EA tools to automate and maintain ESA strategy, information and relationships within the NRC ESA. The contractor shall provide alternatives analysis and recommendations for a cost-effective set of Enterprise Architecture tools which are easy to use, intuitive, and document security planning, design, and architectural information and relationships in a repository. The contractor shall provide descriptions of a notional process and deployment recommendation for the use of these tools by the CSO and ESA stakeholders.
3. Update the "As-Is" ESA. The Contractor will use the Federal Segment Architecture Model and approach to develop and update the NRC "as-is" ESA. The Contractor shall define a format for the ESA framework that is aligned with the existing NRC policies; information security standards, standard operating procedures, services and components that form the agency current information security computer and cyber security infrastructure. The Contractor will capture, articulate, and report on the existing NRC environment in such a way that it can readily be used as an artifact baseline document suitable to maintain and update the environment. The Contractor shall collaborate with NRC offices and stakeholders to validate the draft As-Is ESA against the currently operational environment and the latest version of the NRC Technical Reference Model.

The Contractor shall brief NRC executive management on agreed up As-Is ESA; this briefing will include current strengths, weaknesses, gaps, and recommended areas of improvements.

4. Update the Target ESA. The Contractor shall develop a Target ESA update which looks out approximately 3 years to define an evolving operations environment based agreed upon Principles, Goals, and Objectives. To develop and update the Target ESA, the Contractor shall review and integrate elements from the NRC Strategic Plan, the NRC IT Roadmap, the NRC Technical Reference Model, the CSO Residual Risk Reports, the NRC implementation maturity of the SANS Consensus Audit Guidelines as well as authoritative reports and information provided by NRC Program Offices, the NRC Office of the Inspector General, the Governmental Accounting Office, the Department of Homeland Security, the Department of Justice, the National Institute of Standards and Technology, the NRC Trusted Internet Connection (once operational), and the ESA Principles contained in Task Order (see above). The Contractor shall use the Collaborative Planning Methodology described in the Common Approach to Federal Enterprise Architecture; this methodology utilizes a phased process to identify needs, research alternatives, define a roadmap of updates.
5. Develop solution architectures. These serve as the near-term architecture transition plan and provide security deliverables to enable the NRC build-in security with proposed IT capability areas to sustain and enhance the agency mission. The Contractor will draft Solutions requirements and facilitate Solution reviews and alternatives with Solution Integrated Project Teams which are comprised of NRC Corporate Management and Regional Office core stakeholders. Note: Core stakeholders are defined as those NRC organizational elements charged with the provision of these capabilities as part of their essential mission function. The Contractor will engage system owners and other stakeholders in ESA Solutions reviews. The Contractor will utilize project management principles to scope, resource and direct each solution area. The Contractor will integrate IPT discussions into Solutions and frameworks which include descriptions of actionable projects and IT capabilities. The Contractor will plan each Solution as a six month implementation which provides business value and maps to infrastructure and business needs in the IT /IM roadmap. For each Solution, the Contractor will document initial proposed capabilities, security requirements, alternative analysis and recommendations.
6. Develop and maintain an ESA Transition Plan. The Contractor shall develop a Transition Plan that describes how the agency will move from the current As-Is architecture to the planned To-Be Architecture. The Contractor shall use the Collaborative Planning Methodology described in the Common Approach to Federal Enterprise Architecture; this methodology utilizes a phased process to identify needs, research alternatives, to define a roadmap of updates that will be necessary to achieve our goal.

4.2 Schedule

The contractor shall ensure the following schedule is adhered to:

Program Management Activities		
Task	Due	Notes
Develop and Maintain Project Plan	Weekly	Will be presented at the weekly meetings. It is expected the project plan will be up to date and reflect everything that has happened in the last week.
Monthly Status Report	Beginning of Every Month	1 st Friday of Each Month
Communications Plan	Initial Draft 10 days	After the COR has directed the Contractor to being working on the communications plan, an initial draft will be due in 10 days.
	Updated plan as needed	Will be updated as directed by the COR. Assume the plan will be updated quarterly.
Security Engineering Activities		
Task	Due	Notes
Review ESA Process	Initial Draft 15 days	After the COR has directed the Contractor to begin working on the Review of ESA processes, an initial draft will be due in 15 days.
ESA Tools White Paper	Initial Draft 20 days	After the COR has directed the Contractor to begin working on the Review of ESA processes, an initial draft will be due in 30 days.
As-Is Architecture	Initial Draft 20 days	After the COR has directed the Contractor to update the As-Is Architecture, an initial draft of the updated document will be due in 30 days.
To-Be Architecture	Initial Draft 20 days	After the COR has directed the Contractor to update the As-Is Architecture, an initial draft of the updated document will be due in 30 days.
Develop Solution Architectures	Approximately 90 days	COR will assign several solution architectures that will need to be developed
Transition Plan	Initial Draft 20 days	After the COR has directed the Contractor to being working on the communications plan, an initial draft will be due in 20 days.
	Updated plan as needed	Will be updated as directed by the COR. Assume the plan will be updated quarterly.

5.0 ACCEPTANCE CRITERIA

Each deliverable will include both a draft for NRC comment and NRC management review.

The Contractor will meet with the NRC at a time mutually agreed upon, but not less than once per month. The NRC will evaluate and measure Contractor progress and ESA capability maturity using, at a minimum, but not limited to, the most current, published release of the Governmental Accounting Office Document entitled "*Organizational Transformation: A Framework for Assessing and Improving Enterprise Architecture Management*". The Contractor is encouraged to incorporate this framework and their assessment for each of the deliverables as appropriate.

For Subtask 1 in Section 4.0 above, the contractor shall prepare Deliverables to establish ESA Project Management Processes, as described. Each Deliverable shall include planning and processes as outlined above. Where applicable, Deliverables shall follow the PMM format and standards (e.g. Communications Plan and Project Charter). Recommendations for the ESA processes and alignment shall be consistent with best practices and usage in the agency. The report deliverables shall provide sufficient detail to ensure ESA projects are planned and implemented efficiently and effectively with complete and well documented artifacts. All deliverable products shall be grammatically correct according to industry standard rules and contain correct spelling. All technical and ESA terminology shall be clearly defined to be understood by all readers. All final deliverable products will be approved in writing by the COR.

For Subtask 2 in Section 4.0 above, the contractor shall prepare Deliverables as outlined above. Where applicable, Deliverables shall follow the standards and methodologies in guidance from OMB, NIST, and GAO. The Frameworks and Models utilized shall be consistent with, and aligned with, NRC policies, standards, and procedures so that the planning documents are living documents and may be used to plan actionable projects. The Deliverables should provide sufficient detail for validation against the NRC operations environment to ensure completeness, consistency, correctness, and accuracy of the work performed. All Deliverable products shall be grammatically correct according to industry standard rules and contain correct spelling. All technical and ESA terminology shall be clearly defined to be understood by all readers. All final deliverable products will be approved in writing by COR.

6.0 MEETINGS

The Contractor shall support the following meetings:

Weekly Meetings

The contractor shall participate in weekly work sessions. The purpose of the weekly work sessions is for the Contractor to present progress and request any course corrections or schedule changes. This is also intended as a forum to discussion of issues that are affecting accomplishment of project work.

Deliverable Meetings

The Contractor shall meet with the NRC and respond to any questions about the deliverables that have been submitted for review. The purpose of the meeting is to clarify the Deliverable, identify and issues or concerns, and expedite the review of the Deliverable.

Facilitated Work sessions

The Contractor shall plan and conduct facilitated work sessions. The purpose of the facilitated work sessions is to engage NRC Offices and stakeholders in the development and updates for the NRC ESA and Solutions. This is intended as a forum for discussion of security requirements, capabilities, and alternative solutions.

7.0 TRAVEL

Travel is not required.

8.0 GOVERNMENT FURNISHED MATERIALS AND EQUIPMENT

To facilitate the work to be performed, the NRC will, upon request, provide the contractor with access to NRC infrastructure, information and staff as required.

9.0 PERIOD OF PERFORMANCE

The period of performance of this task order is from 8/16/2012 to 7/31/2013

A.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

A.2 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of--

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of--

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

A.3 FUNDING

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is **\$265,254.97**. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

The amount presently obligated with respect to this contract is **\$255,000.00**. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work

GS35F0229K DR-33-06-317-T080

unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk

