

**TASK ORDER NO.:** \_\_\_\_\_

**BASE TASK ORDER AGREEMENT NO.:** \_\_\_\_\_

**PARTIES:** Advanced Technology International (“Contractor”) and \_\_\_\_\_ (“Subcontractor”)

**PRIME CONTRACT NO.:** N00014-16-D-4001

**DELIVERY/TASK ORDER NO.:** \_\_\_\_\_

**WORK IDENTIFICATION:** Center for Naval Metalworking (CNM): **Project Name**, (ManTech #)

**DPAS RATING:** DO-C9

This is a rated order under the Defense Priorities and Allocations System (DPAS). Subcontractor shall follow all the requirements of 15 CFR 700, including meeting delivery dates included herein.

This Cost-Plus-Fixed-Fee (CPFF) Task Order is awarded under the authority of Base Task Order Agreement No. **XXXX-XXX**, and herein incorporates all the terms and conditions thereof. This Task Order is subject to Cost Accounting Standards (CAS) rules and regulations.

**(1) ESTIMATED COST AND FIXED FEE**

The estimated cost and fixed fee for the supplies/services to be provided by the Subcontractor are as follows:

| ITEM | SERVICES                          | EST. COST    |
|------|-----------------------------------|--------------|
| 001  | <b>xxx</b>                        |              |
|      | ESTIMATED COST                    | <b>\$xxx</b> |
|      | FIXED FEE                         | <b>\$xxx</b> |
|      | TOTAL PROJECT COST PLUS FIXED FEE | <b>\$xxx</b> |

**(2) LIMITATION OF FUNDS/LIMITATION OF COST**

The total amount of funding currently available for payment and allotted to this Task Order, including cost and fee, is **\$XXX**. The total estimated cost presently available for payment and allotted to this Task Order is **\$XXX**. The total fixed fee presently allocable to this Task Order is **\$XXX**. It is contemplated this sum will cover the work to be performed by the Subcontractor from the effective date, which is the date of last signature, **through** \_\_\_\_\_. The amount specified, or as such may be increased from time to time, shall apply irrespective of any other provisions of this Task Order and any work performed in excess thereof shall be at Subcontractor's risk. This Task Order is incrementally funded and therefore subject to the Limitation of Funds clause of the Base Task Order Agreement (FAR 52.232-22). This Task Order is fully funded and therefore subject to the Limitation of Cost clause of the Base Task Order Agreement (FAR 52.232-20).

**(3) PAYMENT OF FIXED FEE**

The fixed fee specified herein will be paid in installments at the time of each provisional payment on account of the allowable costs. The amount of fixed fee paid will be based upon the ratio the Subcontractor's incurred allowable costs bear to the total estimated cost. In the event the Subcontractor cannot complete the work within the estimated cost, the Contractor may increase the estimated cost via Task Order modification without increasing the fixed fee.

**(3) MILESTONE PAYMENTS (FOR FFP Task Orders Only)**

Payment will be tied to the Subcontractor's completion and Contractor's acceptance of milestones. Each Task Order will include a payment schedule summarizing the project milestones and associated firm fixed price.

#### (4) STATEMENT OF WORK AND DELIVERABLES

Attachments A and B provide a detailed description of the work to be accomplished and reports and deliverables required by this Task Order. All changes to Attachments A and B must be incorporated via written modification to this Task Order.

#### (5) RESERVED

#### (6) PERIOD OF PERFORMANCE/EFFECTIVE DATE

All work under this Task Order is to be performed from the effective date, which is the date of last signature through \_\_\_\_\_, unless changed by a duly executed Modification or terminated in accordance with the provisions of this Task Order or above-referenced Base Task Order Agreement.

#### (7) INVOICING

Invoices shall be submitted in accordance with Provision G.1 of the referenced Base Task Order Agreement.

#### (8) KEY PERSONNEL ASSIGNED TO THIS TASK

| Subcontractor      | Name | Phone          | Email |
|--------------------|------|----------------|-------|
| Technical Contact: | TBD  | (xxx) xxx-xxxx | TBD   |

#### (9) TECHNICAL AND ADMINISTRATIVE REPRESENTATIVES

The following technical and contractual representatives of the Contractor and Subcontractor are hereby designated for this Task Order. Either party may change their designated representatives by written notification to the other.

| Contractor    | Name         | Title                         | Phone          | Email  |
|---------------|--------------|-------------------------------|----------------|--|
| Technical     | Mark Snider  | CNM Deputy Director           | TBD            | <a href="mailto:mark.snider@ati.org">mark.snider@ati.org</a>   |
| Contractual   | Cheryl Hicks | Senior Contract Administrator | (843) 760-3353 | <a href="mailto:cheryl.hicks@ati.org">cheryl.hicks@ati.org</a> |
| Subcontractor | Name         | Title                         | Phone          | Email  |
| Technical     | TBD          | TBD                           | TBD            | TBD  |
| Contractual   | TBD          | TBD                           | TBD            | TBD  |

#### (10) MARKING OF DELIVERABLES

In accordance with Provision D.3 of the Base Task Order Agreement, each deliverable must be marked with a distribution statement and the appropriate data rights legend as discussed below.

- A. It is the intent of the CNM to disseminate as much information to industry eligible to receive subject data as possible, subject to appropriate controls for proprietary or other sensitive data. If it is necessary to include proprietary information in a deliverable report, the Contractor may request an alternative version be submitted, using normalized data or with other alternations made to remove the proprietary data and allow for release of the remainder of the report to industry eligible to receive subject data.
- B. The Subcontractor is responsible to appropriately mark and identify export controlled, classified, proprietary, or other sensitive documents.
- C. The Subcontractor must affix a distribution statement to all technical documents intended for submission to the Contractor or the Government. The distribution statement language must comply with DoD Directive 5230.24 dated 23 August 2012, which can be found in its entirety

at <http://www.dtic.mil/whs/directives/corres/pdf/523024p.pdf>. There is not a specific legend required to denote “Unlimited Rights;” therefore, any deliverables received not containing a specific data rights legend as noted in the referenced clause will be considered to be composed of unlimited rights data.

- D. Each deliverable containing technical data must also be marked with the appropriate legend as required by DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items, and DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, incorporated by reference in Section I of the Base Task Order Agreement. Any deliverables received not containing a specific data rights legend as noted in the referenced clause will be considered to be composed of unlimited rights data.

**(12) DATA RIGHTS ASSERTION**

Subcontractor has asserted it has/does not have special rights in deliverable technical data and/or computer software in accordance with DFARS Subparts 227.71 and/or 227.72 as specified in Attachment C, which is incorporated herein.

**(13) SECURITY ADMINISTRATION**

This Task Order involves no classified information.

The Subcontractor’s personnel will only have access to classified United States Government information in accordance with the DD Form 254 incorporated as Attachment D herein.

**(14) SUBCONTRACTING PLAN**

Attachment E, Subcontracting Plan, is incorporated herein and applies to the work referenced in the attached Statement of Work.

**(15) CONTRACTOR ACQUIRED PROPERTY/GOVERNMENT FURNISHED PROPERTY**

In accordance with Provision H.25 and the applicable clauses in Section I of the Base Task Order Agreement, Contractor Acquired Property/Government Furnished Property is provided for use under this Task order in Attachment X. This attachment will be updated via Task Order modification as necessary throughout the period of performance to include contractor-acquired property if the contractor-acquired property is a deliverable under this Task Order when accepted by the Government for continued use under the subcontract.

**(16) ATTACHMENTS**

- A. Statement of Work, “Project Title”, Rev. X dated XXX
- B. Task Order Report Formats or Contracts Data Requirements List, XXX pages
- C. IP Assertions Form dated XXX
- D. DD Form 254, DoD Contract Security Classification Specification dated XXX (if applicable)
- E. Subcontracting Plan dated XXX
- F. Government Furnished Property List

Except as provided herein, all Terms and Conditions of the Base Task Order Agreement and its modifications remain unchanged and in full force and effect.

The Subcontractor is required to sign this document and return it to Contractor to finalize this action.

<Subcontractor>

Advanced Technology International

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

*(printed/typed)*

*(printed/typed)*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF TASK ORDER**