

TASK ORDER NO.: _____

BASE TASK ORDER AGREEMENT NO.: _____

PARTIES: Advanced Technology International (“Contractor”) and _____ (“Subcontractor”)

WORK IDENTIFICATION: Naval Shipbuilding and Advanced Manufacturing (NSAM): Project Name

DPAS RATING: D0-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, as awarded, provides the Contractor’s acceptance of the Subcontractor’s signed offer numbered XXX and dated XXX. 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	xxxx	\$xxx
	ESTIMATED COST	\$xxx
	FIXED FEE	\$xxx
	TOTAL PROJECT COST PLUS FIXED FEE	\$xxx

(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, or xx% of cost minus COFC/FCCM. 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).

(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 work cannot be completed within the estimated cost, the Contractor may increase the estimated cost without increasing the fixed fee.

(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) 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.

(6) INVOICING

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

(7) KEY PERSONNEL ASSIGNED TO THIS TASK

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

(8) 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	Dale Orren	NSAM Deputy Director	(843) 760-3587	dale.orren@ati.org
Contractual	Wade Hedges	Contracts Manager	(843) 760-3364	wade.hedges@ati.org
Subcontractor	Name	Title	Phone	Email
Technical	TBD	TBD	TBD	TBD
Contractual	TBD	TBD	TBD	TBD

(9) MARKING OF DELIVERABLES

In accordance with Clause 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 NSAM 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 B, which is incorporated herein.

(13) SECURITY ADMINISTRATION

This Task Order involves no classified information.

(14) SUBCONTRACTING PLAN

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

(15) CONTRACTOR/GOVERNMENT FURNISHED PROPERTY

In accordance with Clause H.25 and the applicable clauses in Section I of the Base Task Order Agreement, the following Contractor/Government Furnished Property is provided for use under this Task order:

TBD

(16) FAR AND DFAR CLAUSES APPLICABLE TO THIS TASK ORDER

The FAR and DFAR clauses referenced below, in effect on the date of this Task Order are incorporated herein. In all such clauses, unless the context of the clause required otherwise, the term "Contract" shall mean this Task Order, and the terms "Government," "Contracting Officer," and equivalent phrases shall mean Contractor and Contractor's Subcontracts representative, respectively. The referenced clauses shall apply to Subcontractor as a Subcontractor to Contractor to insure Subcontractor's obligations to Contractor and to the Contractor's customer and to enable Contractor to meet its obligations under its Prime Contract.

FEDERAL ACQUISITION REGULATION (48 CFR, CHAPTER I) CLAUSES:

Applicability	Clause #	Clause Title	Date

DEFENSE FAR SUPPLEMENT CONTRACT CLAUSES

Applicability	Clause #	Clause Title	Date

In accordance with clause A.2 of the Base Task Order Agreement, in the event of any inconsistency among the FAR or DFAR clauses or dates cited herein versus the Base Task Order Agreement, the FAR

or DFAR reference cited herein shall be controlling for the purposes of this Task Order.

(17) ATTACHMENTS

- A. Statement of Work, "Project Title", Rev. X dated XX/XX/XX
- B. Task Order Report Formats
- C. IP Assertions Form dated XXX
- D. DD Form 254, DoD Contract Security Classification Specification dated XXX
- E. Subcontracting Plan dated XXX

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