

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. A00044		3. EFFECTIVE DATE See BLK 16	4. REQUISITION/PURCHASE REQ. NO. HSCG23-06-D-ARB001	5. PROJECT NO. (If applicable) RB-M
6. ISSUED BY Administrative Contracting Office 1600 Ely Street Marinette WI. 54143-2434 Laurie.J.Techmeier@uscg.mil		7. ADMINISTERED BY (If other than Item 6) N/A		

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) Marinette Marine Corporation, Inc. 1600 Ely Street Marinette, WI 54143 DUNS #00-613-5388	(4) 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. X HSCG23-06-D-ARB001
	10B. DATED (SEE ITEM 13) 21JUN2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers 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 one (1) copy 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 DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) **N/A**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4) 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).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3), Bilateral Agreement
D. OTHER Specify type of modification and authority)

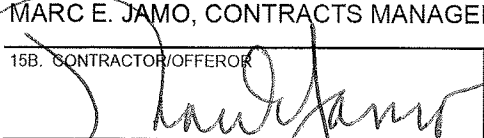
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This No-Cost Modification incorporates the agreement of the parties to adjust the price periods and incorporate separate Sub-CLINs for Operating Expense (OE) and Acquisition, Construction and Improvements (AC&I) funding on a Government Fiscal Year basis under CLINs x007, beginning in Price Period 4.

(CONTINUED ON NEXT PAGE)

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) MARC E. JAMO, CONTRACTS MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LAURIE J. TECHMEIER, CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 6/2/10
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
	16C. DATE SIGNED

BLOCK 14 – DESCRIPTION OF MODIFICATION (CONTINUED)

A. The parties agree to adjust the price periods of CLINs x007 to coincide with Government Fiscal Years (e.g., 1 October 10 – 30 September 11), beginning in Price Period 4. The parties agree that this administrative change is at no cost to the Government.

B. PART I – THE SCHEDULE, SECTION B – SUPPLIES OR SERVICES AND PRICES:

The following Sections are revised: B.1.1.c. Time and Materials Line Items; and B.1.2.d. Time and Materials Line Items.

C. For the changes identified in Block 14, paragraph A, this Modification arrived at by mutual agreement of the parties, constitutes full and final adjustment of the Contract Price and Contract time of Delivery/Performance Periods for any direct, indirect, and consequential effects of these Changes described herein this paragraph including, but not limited to, cost incurred, and extension of time due to delay, disruption, or suspension of work.

D. This Modification does not obligate Government funds.

E. It is agreed that all other Contract requirements, terms, and conditions remain unchanged.

F. This completes Block 14.

c. [Orig] **TIME AND MATERIALS LINE ITEMS**

- i. [Orig] The labor rate for CLIN [x006](#) represents a composite rate to be utilized when the task requires expeditious completion in order to maintain the operational availability of the RB-M System. When time permits, it is intended that task orders against this CLIN will be negotiated. The composite labor rate shall account for various potential labor categories, potential premium time, and shall include all indirect costs, including material indirect costs. The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct material in accordance with the Contractor’s usual accounting practices consistent with FAR 31.2. Direct costs, such as document reproduction and shipping costs, communications costs, and other direct costs that are clearly excluded from the hourly rate, are specifically authorized under FAR [52.232-7](#), Payments Under Time-and-Materials and Labor-Hour Contracts, incorporated at Section [I.1](#), and may be invoiced in accordance with the instructions at Section [G.3](#). No markup or profit may be included in other direct costs.

- ii. [A00038] The labor rates for CLINs [x007](#), [2009](#), and [3009](#) represent composite rates to be utilized when the task requires expeditious completion in order to maintain the operational availability of a fielded RB-M. When time permits, it is intended that task orders against this CLIN will be negotiated. The composite labor rate shall account for various potential labor categories, potential premium time, and shall include all indirect costs, including material indirect costs. The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct material in accordance with the Contractor’s usual accounting practices consistent with FAR 31.2. Direct costs, such as travel expenses, document reproduction and shipping costs, communications costs, and other direct costs that are clearly excluded from the hourly rate are specifically authorized under FAR [52.232-7](#), Payments Under Time-and-Materials and Labor-Hour Contracts, incorporated at Section [I.1](#), and may be invoiced in accordance with the instructions at Section [G.3](#). No markup or profit may be included in other direct costs. Travel associated with this item shall be in accordance with the [Federal Travel Regulations](#) in force at the time of travel.

ITEM #	SUPPLIES/ SERVICES	UNIT	PRICE
PRICE PERIOD ONE			
1006 [Orig]	Technical Advice/Support (as described in C.9) Ceiling price \$80,000	HR	<u>\$65.04</u>
1007 [Orig]	Technical Service (as described in C.10) Ceiling price \$600,000	HR	<u>\$65.04</u>

ITEM #	SUPPLIES/ SERVICES	UNIT	PRICE
PRICE PERIOD TWO			
2006 [Orig]	Technical Advice/Support (as described in C.9) Ceiling price \$400,000	HR	<u>\$67.97</u>
2007 [A00017]	Technical Service (as described in C.10) Ceiling price \$2,800,000	HR	<u>\$67.97</u>
2009 [A00018]	Technical Service for Hull 45601 (as described in C.10)	HR	<u>\$67.97</u>
	Kvichak Marine Industries Rate ONLY Ceiling price \$200,000	HR	<u>\$108.00</u>
PRICE PERIOD THREE			
3006 [Orig]	Technical Advice/Support (as described in C.9) Ceiling price \$800,000	HR	<u>\$71.03</u>
3007 [A00031]	Technical Service (as described in C.10)	HR	<u>\$71.03</u>
	Kvichak Marine Industries Rate ONLY Ceiling price \$3,490,000	HR	<u>\$108.00</u>
3009 [A00021]	Technical Service for Hull 45602 (as described in C.10)	HR	<u>\$71.03</u>
	Kvichak Marine Industries Rate ONLY Ceiling price \$110,000	HR	<u>\$108.00</u>
PRICE PERIOD FOUR			
4006 [Orig]	Technical Advice/Support (as described in C.9) Ceiling price \$1,600,000	HR	<u>\$74.22</u>
4007 [A00044]	AC&I FUNDED: REVISED PRICE PERIOD 4: 21JUN2009-30SEP2010		
	Technical Service (as described in C.10) Kvichak Marine Industries Rate ONLY Ceiling price \$3,000,000	HR HR	<u>\$74.22</u> <u>\$113.40</u>
4007a [A00044]	FY10 OE FUNDED ORDERS PLACED 02JUN2010 – 30SEP2010		
	Technical Service (as described in C.10) Kvichak Marine Industries Rate ONLY Ceiling price \$3,000,000	HR HR	<u>\$74.22</u> <u>\$113.40</u>
PRICE PERIOD FIVE			
5006 [Orig]	Technical Advice/Support (as described in C.9) Ceiling price \$800,000	HR	<u>\$77.56</u>

ITEM #	SUPPLIES/ SERVICES	UNIT	PRICE
5007 [A00044]	Technical Service (as described in C.10) REVISED PRICE PERIOD 5: 01OCT2010 – 30SEP2011. Ceiling price \$6,000,000		
5007a [A00044]	AC&I FUNDED ORDERS PLACED 01OCT2010 – 30SEP2011 Technical Service (as described in C.10)	HR	<u>\$77.56</u>
5007b [A00044]	FY11 OE FUNDED ORDERS PLACED 01OCT2010 – 30SEP2011 Technical Service (as described in C.10)	HR	<u>\$77.56</u>

d. [Orig] **TIME AND MATERIALS LINE ITEMS**

- i. [Orig] The labor rate for CLIN [x006](#) represents a composite rate to be utilized when the task requires expeditious completion in order to maintain the operational availability of the RB-M System. When time permits, it is intended that task orders against this CLIN will be negotiated. The composite labor rate shall account for various potential labor categories, potential premium time, and shall include all indirect costs, including material indirect costs. The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct material in accordance with the Contractor’s usual accounting practices consistent with FAR [31.2](#). Direct costs, such as document reproduction and shipping costs, communications costs, and other direct costs that are clearly excluded from the hourly rate, are specifically authorized under FAR [52.232-7](#), Payments Under Time-and-Materials and Labor-Hour Contracts, incorporated at Section [I.1](#), and may be invoiced in accordance with the instructions at Section [G.3](#). No markup or profit may be included in other direct costs.

- ii. [Orig] The labor rate for CLIN [x007](#) represents a composite rate to be utilized when the task requires expeditious completion in order to maintain the operational availability of a fielded RB-M. When time permits, it is intended that task orders against this CLIN will be negotiated. The composite labor rate shall account for various potential labor categories, potential premium time, and shall include all indirect costs, including material indirect costs. The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct material in accordance with the Contractor’s usual accounting practices consistent with FAR [31.2](#). Direct costs, such as travel expenses, document reproduction and shipping costs, communications costs, and other direct costs that are clearly excluded from the hourly rate are specifically authorized under FAR [52.232-7](#), Payments Under Time-and-Materials and Labor-Hour Contracts, incorporated at Section [I.1](#), and may be invoiced in accordance with the instructions at Section [G.3](#). No markup or profit may be included in other direct costs. Travel associated with this item shall be in accordance with the [Federal Travel Regulations](#) in force at the time of travel.

ITEM #	SUPPLIES/ SERVICES	UNIT	PRICE
PRICE PERIOD SIX			
6006 [Orig]	Technical Advice/Support (as described in C.9) Ceiling price \$800,000	HR	<u>\$81.05</u>

ITEM #	SUPPLIES/ SERVICES	UNIT	PRICE
6007 [A00044]	Technical Service (as described in C.10) REVISED PRICE PERIOD 6: 01OCT2011 – 30SEP2012. Ceiling price \$3,000,000		
6007a [A00044]	AC&I FUNDED ORDERS PLACED 01OCT2011 – 30SEP2012 Technical Service (as described in C.10)	HR	<u>\$81.05</u>
6007b [A00044]	FY12 OE FUNDED ORDERS PLACED 01OCT2011 – 30SEP2012 Technical Service (as described in C.10)	HR	<u>\$81.05</u>
PRICE PERIOD SEVEN			
7006 [Orig]	Technical Advice/Support (as described in C.9) Ceiling price \$400,000	HR	<u>\$84.70</u>
7007 [A00044]	Technical Service (as described in C.10) REVISED PRICE PERIOD 7: 01OCT2012 – 30SEP2013. Ceiling price \$3,000,000		
7007a [A00044]	AC&I FUNDED ORDERS PLACED 01OCT2012 – 30SEP2013 Technical Service (as described in C.10)	HR	<u>\$84.70</u>
7007b [A00044]	FY13 OE FUNDED ORDERS PLACED 01OCT2012 – 30SEP2013 Technical Service (as described in C.10)	HR	<u>\$84.70</u>

ITEM #	SUPPLIES/ SERVICES	UNIT	PRICE
PRICE PERIOD EIGHT			
8006 [Orig]	Technical Advice/Support (as described in C.9) Ceiling price \$80,000	HR	<u>\$88.51</u>
8007 [A00044]	Technical Service (as described in C.10) REVISED PRICE PERIOD 8: 01OCT2013 – 20JUN2014. Ceiling price \$1,800,000		
8007a [A00044]	AC&I FUNDED ORDERS PLACED 01OCT2013 – 20JUN2014 Technical Service (as described in C.10)	HR	<u>\$88.51</u>
8007b [A00044]	FY14 OE FUNDED ORDERS PLACED 01OCT2013 – 20JUN2014 Technical Service (as described in C.10)	HR	<u>\$88.51</u>