

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER M9545006RC00071		PAGE 1 OF 22	
2. CONTRACT NO. GS-35-F-0009T		3. AWARD/EFFECTIVE DATE 30-Nov-2006		4. ORDER NUMBER M67854-07-F-4912		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY MARCORSYSCOM CTQ41 PCO: SUE BANACH 2210 WILLIAMS STREET QUANTICO VA 22134 TEL: 703) 441-6432 FAX: 703) 441-2502		CODE M67854		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO MARINE CORPS SYSTEMS COMMAND, PG 10/IS&I SCOTT SMID 2200 LESTER STREET QUANTICO VA 22134-6050		CODE M67854		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR ORACLE USA, INC. MIKE LENNON 1910 ORACLE WAY RESTON VA 20190-4733 TEL. (703) 801-8111		CODE 7V348 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER P.O. BOX 369022 ATTN: KANSAS - M67443 COLUMBUS OH 43236-9022			
<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$28,735,625.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>Oracle Proposal</u> OFFER DATED <u>30-Nov-2006</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Susan L. Banach</i>		31c. DATE SIGNED 30-Nov-2006	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) SUSAN L. BANACH / CONTRACTING OFFICER TEL: 703-906-8345 EMAIL: susan.banach@usmc.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY (<i>Print</i>)	
	42b. RECEIVED AT (<i>Location</i>)		
	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

SPECIAL INSTRUCTION

This Order is placed pursuant to Oracle's quote dated 11/27/06 and the Oracle GSA Schedule # GS-35-F-009T. Accordingly, no other preprinted, reference or attached terms and conditions shall apply to this Order.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CONSULTING SERVICES FFP The contractor shall provide consulting services in accordance with the attached Statement of Work dated 24 November 2006. FOB: Destination MILSTRIP: M9545006RC00071 PURCHASE REQUEST NUMBER: M9545006RC00071	(b) (4)	Hours	(b) (4)	(b) (4)
				NET AMT	(b) (4)
	ACRN AA CIN: M9545006RC000710001				(b) (4)
0002	CONSULTING SERVICES FFP The contractor shall provide consulting services in accordance with the attached Statement of Work dated 24 November 2006. FOB: Destination MILSTRIP: M9545007RC00051 PURCHASE REQUEST NUMBER: M9545006RC00071	(b) (4)	Hours	(b) (4)	(b) (4)
				NET AMT	(b) (4)
	ACRN AB CIN: M9545007RC00051002				(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	OTHER DIRECT COSTS FFP FOB: Destination MILSTRIP: M9545006RC00071 PURCHASE REQUEST NUMBER: M9545006RC00071	1	Each	(b) (4)	(b) (4)

NET AMT (b) (4)

ACRN AA (b) (4)
CIN: M9545006RC00071003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	TRAVEL FFP Travel associated with CLINS 0001 and 0002 FOB: Destination MILSTRIP: M6785407RC00038 PURCHASE REQUEST NUMBER: M9545006RC00071	1	Each	(b) (4)	(b) (4)

NET AMT (b) (4)

ACRN AC (b) (4)
CIN: M6785407RC000380004

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	HOSTING SERVICES FFP The Contractor shall provide hosting services in accordance with the Statement of Work attached herein. FOB: Destination MILSTRIP: M6785407RC00038 PURCHASE REQUEST NUMBER: M9545006RC00071	1	Each	(b) (4)	(b) (4)
					NET AMT
					(b) (4)
ACRN AC CIN: M6785407RC000380005					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	HARDWARE FFP The Contractor shall procure necessary hardware in accordance with the attached Statement of Work. FOB: Destination MILSTRIP: M9545006RC00070 PURCHASE REQUEST NUMBER: M9545006RC00071	1	Each	(b) (4)	(b) (4)
					NET AMT
					(b) (4)
ACRN AD CIN: M9545006RC00070006					(b) (4)

STATEMENT OF WORK

**Global Combat Support System – Marine Corps (GCSS-MC)
Logistics Chain Management (LCM) Block 1
(GCSS-MC/LCM Block 1)
Solution Design Task Statement of Work
24 Nov 2006**

1. Overview

In support of GCSS-MC/LCM Block 1, the Oracle Team will produce and submit work products identified below in paragraph 5. Collectively, these work products, integrated with the completion of all key activities and tasks listed in Sections 2 and 3 below, shall constitute the Solution Design for the GCSS-MC/LCM Block 1 Project.

(b) (4)

Throughout this SOW, the term "solution" refers to and is interchangeable with "approach" or "system". The term "document" used as a verb, "define" or develop shall mean to provide the relevant Work Product listed in Section 5.

2. Key Activities

Oracle shall accomplish the following:

- (b) (4)

2.1 Key Solution Design functional activities shall include:

- (b) (4)
- (b) (4)

- [Redacted] (b) (4)
- [Redacted] (b) (4)
- [Redacted] (b) (4)
- [Redacted] (b) (4)
- [Redacted] (b) (4)
- [Redacted] (b) (4)
- [Redacted] (b) (4)
- [Redacted] (b) (4)
- [Redacted] (b) (4)
- [Redacted] (b) (4)

2.2 Key Solution Design technical activities shall include:

Systems Engineering

- [Redacted] (b) (4)

Data Integration

- [Redacted] (b) (4)

- [REDACTED] (b) (4)
- [REDACTED] (b) (4)
 - [REDACTED] (b) (4)
 - [REDACTED] (b) (4)
 - [REDACTED] (b) (4)
 - [REDACTED] (b) (4)
 - [REDACTED] (b) (4)
 - [REDACTED] (b) (4)
 - [REDACTED] (b) (4)
 - [REDACTED] (b) (4)
 - [REDACTED] (b) (4)
 - [REDACTED] (b) (4)
 - [REDACTED] (b) (4)
 - [REDACTED] (b) (4)
 - [REDACTED] (b) (4)
 - [REDACTED] (b) (4)
- Provide Oracle Warehouse Builder (OWB) and Oracle Applications onsite support in Albany, GA to assist in data cleansing and conversion activities. [REDACTED] (b) (4). Specific activities include support of:
 - [REDACTED] (b) (4)
 - [REDACTED] (b) (4)
 - [REDACTED] (b) (4)
- [REDACTED] (b) (4)
- [REDACTED] (b) (4)
- [REDACTED] (b) (4)

Logistics

(b) (4)

Information Systems Security Engineering (ISSE)

- (b) (4)

All these items will be contained in the work products listed in Section 5.

Test Management

- [Redacted] (b) (4)

Configuration Management

- Provide Configuration Management (CM) for Configuration Items (CIs), as defined in the CM.010:
 - [Redacted] (b) (4)

3. Task Description

Activities to develop the Solution Design shall begin with the Period of Performance (POP) identified in this task order. [Redacted] (b) (4)

[Redacted]

[Redacted] (b) (4)

[Redacted] (b) (4)

[Redacted] (b) (4)

(b) (4)

(b) (4)

- (b) (4)

- (b) (4)

- (b) (4)

(b) (4)

- (b) (4)
- (b) (4)
- (b) (4)
- (b) (4)

Oracle shall provide the Design/Build Hosting Services pursuant to the specific recommendations Oracle made during the Operations Analysis (OA) Phase. Such services shall include all hardware required for the Services and service levels contained in the recommendations.

Oracle shall identify 3rd Party software that will be required to complete Solution Design activities. The USMC anticipates providing a letter of authorization to Oracle to procure the software on the government's behalf from the government's existing GSA Schedules.

4. Kickoff Meeting and Task Management

Within 5 working days of the task order start date for the GCSS-MC/LCM Block 1 Solution Design Phase, the Oracle Team shall conduct a project kickoff meeting that includes Government staff and Oracle personnel. The kickoff meeting will be held at the Quantico Gateway One facility.

(b) (4)

(b) (4)

4.1 Primary Program Management Activities:

- (b) (4)

4.2 Progress Reporting:

- (b) (4)

4.3 Phase Planning and Re-planning:

- (b) (4)

5. Work Products

Oracle's (b) (4) related work products for the Solution Design Phase shall include:

- (b) (4)

- (b) (4)
[Redacted]

- (b) (4)
[Redacted]

- (b) (4)
[Redacted]

(b) (4)

- [Redacted]

(b) (4)

[Redacted]

- (b) (4)

(b) (4)

(b) (4)

6. Conference Room Pilots

Two CRP events shall be conducted during the Solution Design Phase – CRP1 and CRP2. CRP1 and CRP2 are defined as:

- (b) (4)

(b) (4)

Entry and exit criteria for each CRP are outlined below:

Conference Room Pilot (CRP)	
Entry Criteria (Inputs)	Exit Criteria (Outputs)
(b) (4)	

7. Reviews

Reviews shall be conducted at key event-driven stages throughout the Solution Design Phase to assess design progress relative to functional, technical, and contractual requirements. The reviews are conducted at logical points to 1) communicate key design recommendations; and 2) to identify and correct problems resulting from the work completed thus far before the problems can disrupt or delay progress. (b) (4)

[Redacted]

(b) (4)

(b) (4)

Editorial Review (Oracle) – The Oracle author of each design document is responsible for taking the document through this design review process, and to correct any errors and to incorporate the review comments into each document. The editorial review should identify all misspellings, grammar errors, and make sure that the documents are organized and clear. (b) (4)

[Redacted]

Internal Functional Review (Oracle) - (b) (4)

[Redacted]

(b) (4)

Internal Technical Review (Oracle) - (b) (4)

Marine Corps Functional Review (Marine Corps) - (b) (4)

Marine Corps Technical Review (Marine Corps) (Optional) - (b) (4)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

The following is a description of the reviews that shall be conducted during the course of the Solution Design Phase.

Oracle and the Government shall work together to complete the entry criteria items listed in this Section 7. Oracle shall submit the entry criteria item to the Government and request scheduling of the relevant review.

The Government shall determine the readiness of the entry criteria for such review subject to the terms of Section IV.6.b. of the GSA Schedule.

(b) (4)

(b) (4)

7.1. Integrated Baseline Review (IBR)

(b) (4)

Entry and exit criteria for the IBR are outlined below:

Integrated Baseline Review (IBR)	
Entry Criteria (Inputs)	Exit Criteria (Outputs)

(b) (4)

7.2. Interim Progress Review (IPR)

(b) (4)

7.3. Solution Design Review (SDR)

(b) (4)

(b) (4)

(b) (4)

(b) (4)

Entry and exit criteria for the SDR are outlined below:

Entry Criteria (Inputs)	Exit Criteria (Outputs)
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(b) (4)

Entry Criteria (Inputs)	Exit Criteria (Outputs)
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(b) (4)

8. KEY PERSONNEL

Oracle will make reasonable efforts to maintain the assignment of these key personnel on this project until the services are complete or until June 29, 2007 whichever is earlier. The Government acknowledges that key personnel may become unavailable for reasons outside of Oracle's control.

Oracle agrees that these key personnel will remain assigned to the project absent the consultant's need to be re-assigned, the consultant's transfer outside the Oracle Federal Consulting group, the consultant's departure from Oracle's employment, or the consultant's inability to continue working on the project for any reason.

Key personnel may be replaced under the circumstances described above with personnel with similar skills. All notifications concerning substitution of personnel shall be submitted to the contracting office and include the person to be replaced and the proposed substitute's name and resume. The Government also retains the right to interview any replacement personnel. The Government agrees to accept or reject Oracle's proposed substitution in writing within five (5) working days of the date of Oracle's notice. In the event the Government rejects the proposed substitute, Oracle shall have seven (7) working days to submit another proposed substitute for your consideration.

<u>Consultant Function</u>	<u>Consultant Name</u>
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(b) (4)

PROJECT OFFICER

PROJECT OFFICER:

The Project Officer under this contract:

Mr. Scott Smid
 GCSS-MC Project Lead
 Commander, Marine Corps Systems Command
 18300 Quantico Gateway Building
 Triangle, VA 22172

PHONE: (703) 441-4055

FAX: (703) 441-2502

Inspection and acceptance of contract deliverable are the responsibility of the Project Officer. The Project Officer is to provide advice and expertise on technical issues. Only the Contracting Officer has the authority to authorize deviations from the terms and conditions of this Order, to include deviations from specification requirements.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 04-DEC-2006 TO 29-JUN-2007	N/A	MARINE CORPS SYSTEMS COMMAND, PG 10/IS&I SCOTT SMID 2200 LESTER STREET QUANTICO VA 22134-6050 703-441-4055 FOB: Destination	M67854
0002	POP 04-DEC-2006 TO 29-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0003	POP 04-DEC-2006 TO 29-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0004	POP 04-DEC-2006 TO 29-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0005	POP 04-DEC-2006 TO 29-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854
0006	POP 04-DEC-2006 TO 29-JUN-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	M67854

ACCOUNTING AND APPROPRIATION DATA

AA: 1761319M7KC 250 67854 067443 2D C2510E
 COST CODE: 6RC00071102Q
 AMOUNT: (b) (4)
 CIN M9545006RC000710001: (b) (4)
 CIN M9545006RC000710003: (b) (4) 0

AB: 1771319M7KC 250 67854 067443 2D C2510E 7RC00051352Q
 COST CODE: 7RC00051352Q
 AMOUNT: (b) (4)
 CIN M9545007RC00051002: (b) (4)

AC: 177110627A0 250 67854 067443 2D M67854 7RC0003835CH
 COST CODE: 7RC0003835CH
 AMOUNT: (b) (4)
 CIN M6785407RC000380004: (b) (4)
 CIN M6785407RC000380005: (b) (4)

AD: 17611094617 310 67854 067443 2D 461705 00006RC00070
 COST CODE: 00006RC00070
 AMOUNT: (b) (4)
 CIN M9545006RC00070006: (b) (4)

CLAUSES INCORPORATED BY FULL TEXT

52.232-22 LIMITATION OF FUNDS (APR 1984) (APPLICABLE TO CLIN 0004)

(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 subparagraph (f)(2) above, 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.

(End of clause)