SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700): RATING DX

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
H95001-05-D-0002	H95001-04-R-0001	[ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	14 Mar 2005	

7. ISSUED BY CODE H95001
JNIC/CONTRACTS (ATTENTION S.YADEN)
730 IRWIN AVE
PHONE: (719)567-9361
SANDRA.YADEN@MDA.MIL
SCHRIEVER AFB CO 80912-7300
TEL: (719)567-9361
FAX: (719)567-9464

8. ADDRESS OFFER TO (If other than Item 7) CODE H95001
JNIC/CONTRACTS (ATTENTION S.YADEN)
MITRE CORPORATION
1155 ACADEMY PARK LOOP
SANDRA.YADEN@MDA.MIL
COLORADO SPRINGS CO 80910
TEL: 719-567-0156
FAX: 719-567-0200

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ (Hour) local time _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (Include area code) *(NO COLLECT CALLS)*	C. E-MAIL ADDRESS

11. TABLE OF CONTENTS

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 210 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR CODE 1LY77 FACILITY
NORTHRUP GRUMMAN SPACE AND MISSION SYSTE
DONALD C. WINTER
12011 SUNSET HILLS ROAD
RESTON VA 20190-3262

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
DONALD C. WINTER / CORPORATE VICE PRES & PRES

15B. TELEPHONE NO (Include area code)

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. [ ]

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT
$500,000,000.00 EST

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) CODE S0513A
DCMC SANTA ANA
34 CIVIC CENTER PLAZA
P.O. BOX C 12700
SANTA ANA CA 92712-2700

25. PAYMENT WILL BE MADE BY CODE F03000
DFAS-BVFD/DY
P.O. BOX 369024
COLUMBUS OH 43218-9024

26. NAME OF CONTRACTING OFFICER (Type or print)
SANDRA R. YADEN
TEL: 719-721-9361 EMAIL: sandra.yaden@mda.mil

27. UNITED STATES OF AMERICA
Sandra R Yaden
(Signature of Contracting Officer)

28. AWARD DATE
23-Sep-2005

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

No additional information for Section A.

Section B - Supplies or Services and Prices

B-1 CLAUSES AND PROVISIONS

a. Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Clauses and provisions incorporated by reference have the same force and effect as if they were given in full text.

b. The following clauses and provisions must be completed and submitted by the Offeror with the proposal: Section I FAR 52.219-4 (Notice of Price Evaluation Preference for Hubzone Small Business Concerns), Section L FAR 52.204-6 (Data Universal Numbering System (DUNS) Number), and all of the representations and certifications included in Section K. Clauses and provisions can be found in full text and accessed electronically at http://farsite.hill.af.mil. by reference or as set forth in full text. The version of the clause in effect on the date of contract award shall control, unless subsequently updated by contract modification.

c. Sections K, L, and M will be physically removed from any resultant award, but Section K will be incorporated by reference in the resultant award.

B-2 CONTRACT TYPES

This is an Indefinite Delivery Indefinite Quantity (IDIQ)/Award Term contract. Task Orders issued under this contract may be any one or more of the following contract types: Cost-Plus-Award-Fee (CPAF), Cost Plus Fixed Fee (CPFF), Cost Plus Incentive Fee (CPIF), Firm Fixed Price (FFP) or No Cost. Period of performance is five years (two year basic and three one-year options). Additionally, two award terms are included in the contract. The first award term period will have a one-year basic period with two one-year options; the second award term period will have a one-year basic period with a one-year option, for a potential maximum contract length of ten years. The contract type per CLIN is identified below:

CLIN X001	Cost Plus Award Fee (CPAF)
CLIN X002	Cost Plus Fixed Fee (CPFF)
CLIN X003	Cost Plus Incentive Fee (CPIF)
CLIN X004	Firm Fixed Price (FFP)
CLIN X005	No Cost CLIN (NC)
CLIN X006	Not Separately Priced (NSP)

B-3 CONTRACT LINE ITEM NUMBERS (CLINs):

a. Phase-In/Transition: CLIN 0004 will be Firm Fixed Price (FFP) and will be used for the phase-In/Transition with an estimated 71-day period of performance, and will commence from the date of award. Full performance under this contract will begin at the completion of the Phase-In and extend through the basic performance period.

b. Base Period: CLINs 0001 through 0006 form the basic contract period which runs from 21 Nov 05 through 31 Jan 08. The type of contract arrangements are shown on each CLIN and include Cost Plus Award Fee (CPAF), Cost Plus Fixed Fee (CPFF), Cost Plus Incentive Fee (CPIF), Firm Fixed Price (FFP), Not Separately Priced (NSP) and No Cost (NC).

c. Option One: CLINs 1001 through 1006 form the Option One period which runs from 1 Feb 08 through 31 Jan 09 if exercised. Note: The type of contract arrangements are shown on each CLIN and include Cost Plus Award Fee (CPAF), Cost Plus Fixed Fee (CPFF), Cost Plus Incentive Fee (CPIF), Firm Fixed Price (FFP), Not Separately Priced (NSP) and No Cost (NC).

d. Option Two: CLINs 2001 through 2006 form the Option Two period which runs from 1 Feb 09 through 31 Jan

10 if exercised. Note: The type of contract arrangements are shown on each CLIN and include Cost Plus Award Fee (CPAF), Cost Plus Fixed Fee (CPFF), Cost Plus Incentive Fee (CPIF), Firm Fixed Price (FFP), Not Separately Priced (NSP) and No Cost (NC). The Contracting Officer may exercise the options (as specified in FAR clause 52.217-8, Option To Extend Services, Section I) by giving written notice to the Contractor within 15 calendar days before the contract expiration date.

e. Option Three: CLINs 3001 through 3006 form the Option Three period which runs from 1 Feb 10 through 31 Jan 11 if exercised. Note: The type of contract arrangements are shown on each CLIN and include Cost Plus Award Fee (CPAF), Cost Plus Fixed Fee (CPFF), Cost Plus Incentive Fee (CPIF), Firm Fixed Price (FFP), Not Separately Priced (NSP) and No Cost (NC). The Contracting Officer may exercise the options (as specified in FAR clause 52.217-8, Option To Extend Services, Section I) by giving written notice to the Contractor within 15 calendar days before the contract expiration date.

f. Additional CLINs will be added in the event the Award Term is earned by the contractor.

g. As individual Task Orders are negotiated, contract value will be moved from the CPAF CLINs to the CPFF or CPIF or FFP CLINs as appropriate. The minimum value for each year for all CLIN types combined is $15,000,000 per year. The maximum value each year for all CLIN types combined is $250,000,000.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001					

Cost Plus Award Fee

CPAF

Basic performance as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). The award fee pool of (b)(4) is based on total estimated labor.

ESTIMATED COST	$441,646,020.00 (EST.)
BASE FEE	$0.00
SUBTOTAL EST COST + BASE	$441,646,020.00 (EST.)
MAX AWARD FEE	$57,413,982.00
TOTAL EST COST + FEE	$499,060,002.00 (EST.)

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					

Cost Plus Fixed Fee

CPFF

Basic performance as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). The Fixed Fee of [(b)(4) is based on total estimated labor.

ESTIMATED COST	$0.00
FIXED FEE	$0.00
TOTAL EST COST + FEE	$0.00

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					

Cost Plus Incentive Fee

CPIF

Basic performance as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). CPIF fee and sahre ratio to be negoatied on a case by case basis.

TARGET COST	$0.00
TARGET FEE	$0.00
TOTAL TGT COST + FEE	$0.00
MINIMUM FEE	$0.00
MAXIMUM FEE	$0.00
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1		$939,998.00	$939,998.00

Firm Fixed Price

FFP

Basic performance as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). FFP profit to be negotiated on a case by case basis.

NET AMT	$939,998.00

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005					$ NC

Cafeteria Service

Cafeteria Service as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). This is a no cost CLIN.

NET AMT

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006					NSP

NSP - Data

Data as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW), the price of which is included in the CLIN with which it is associated.

NET AMT

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Cost Plus Award Fee CPAF Basic performance as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). The award fee pool of (b)(4) is based on total estimated labor.				

ESTIMATED COST	$221,238,938.00 (EST.)
BASE FEE	$0.00
SUBTOTAL EST COST + BASE	$221,238,938.00 (EST.)
MAX AWARD FEE	$28,761,062.00
TOTAL EST COST + FEE	$250,000,000.00 (EST.)
Funded Amount	$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Cost Plus Fixed Fee CPFF Basic performance as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). The Fixed Fee of (b)(4) is based on total estimated labor.				

ESTIMATED COST	$0.00
FIXED FEE	$0.00
TOTAL EST COST + FEE	$0.00
Funded Amount	$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Cost Plus Incentive Fee CPIF Basic performance as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). CPIF fee and share ratio to be negotiated on a case by case basis.				

TARGET COST	$0.00
TARGET FEE	$0.00
TOTAL TGT COST + FEE	$0.00
MINIMUM FEE	$0.00
MAXIMUM FEE	$0.00
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Firm Fixed Price FFP Basic performance as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). FFP profit to be negotiated on a case by case basis.	1		$0.00	$0.00

NET AMT $0.00

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	Cafeteria Service Cafeteria Service as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). This is a no cost CLIN.				$ NC

NET AMT

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006 OPTION	NSP - Data Data as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW), the price of which is included in the CLIN with which it is associated.				NSP

NET AMT

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Cost Plus Award Fee CPAF Basic performance as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). The award fee pool of (b)(4) is based on total estimated labor.				

ESTIMATED COST	$221,238,938.00 (EST.)
BASE FEE	$0.00
SUBTOTAL EST COST + BASE	$221,238,938.00 (EST.)
MAX AWARD FEE	$28,761,062.00
TOTAL EST COST + FEE	$250,000,000.00 (EST.)
Funded Amount	$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Cost Plus Fixed Fee CPFF Basic performance as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). The Fixed Fee of (b)(4) is based on total estimated labor.				

ESTIMATED COST	$0.00
FIXED FEE	$0.00
TOTAL EST COST + FEE	$0.00
Funded Amount	$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Cost Plus Incentive Fee CPIF Basic performance as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). CPIF fee and share ratio to be negotiated on a case by case basis.				
				TARGET COST	$0.00
				TARGET FEE	$0.00
				TOTAL TGT COST + FEE	$0.00
				MINIMUM FEE	$0.00
				MAXIMUM FEE	$0.00
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Firm Fixed Price FFP Basic performance as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). FFP profit to be negotiated on a case by case basis.	1		$0.00	$0.00
				NET AMT	$0.00
	Funded Amount				$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005					$ NC
OPTION	Cafeteria Service				

Cafeteria Service as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). This is a no cost CLIN.

NET AMT

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006					NSP
OPTION	NSP - Data				

Data as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW), the price of which is included in the CLIN with which it is associated.

NET AMT

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Cost Plus Award Fee CPAF Basic performance as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). The award fee pool of (b)(4) is based on total estimated labor.				

ESTIMATED COST	$221,238,938.00 (EST.)
BASE FEE	$0.00
SUBTOTAL EST COST + BASE	$221,238,938.00 (EST.)
MAX AWARD FEE	$28,761,062.00
TOTAL EST COST + FEE	$250,000,000.00 (EST.)
Funded Amount	$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Cost Plus Fixed Fee CPFF Basic performance as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). The Fixed Fee of (b)(4) is based on total estimated labor.				

ESTIMATED COST	$0.00
FIXED FEE	$0.00
TOTAL EST COST + FEE	$0.00
Funded Amount	$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Cost Plus Incentive Fee CPIF Basic performance as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). CPIF fee and share ratio to be negotiated on a case by case basis.				

TARGET COST	$0.00
TARGET FEE	$0.00
TOTAL TGT COST + FEE	$0.00
MINIMUM FEE	$0.00
MAXIMUM FEE	$0.00
SHARE RATIO ABOVE TARGET	
SHARE RATIO BELOW TARGET	

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		1		$0.00	$0.00
OPTION	Firm Fixed Price FFP Basic performance as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). FFP profit to be negotiated on a case by case basis.				

NET AMT $0.00

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	Cafeteria Service Cafeteria Service as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW). This is a not cost CLIN.				

NET AMT

Funded Amount $0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 OPTION	NSP - Data Data as defined in the Statement of Objectives and the Contractor's Statement of Work (SOW), the price of which is included in the CLIN with which it is associated.				

NET AMT

Funded Amount $0.00

FOB: Destination

Section C - Descriptions and Specifications

C-1 SCOPE OF WORK (SOW)

a. The Contractor shall provide a SOW incorporating/including the documents and/or information contained in the JRDC requirements documents. The Contractor's SOW, upon Government acceptance, will be incorporated into the resultant contract under section J of this contract.

b. The Contractor shall perform the work specified in the SOW or other Attachments and Exhibits in Section J of this contract. The Contractor shall provide all necessary materials, labor, equipment and facilities incidental to the performance of this requirement.

C-2 REPORTS AND OTHER DELIVERABLES

a. The Contractor shall submit all reports and other deliverables in accordance with the delivery schedule set forth in Section F, and the attached Contract Data Requirements Lists, DD Form 1423-1.

b. Technical reports delivered by the Contractor in the performance of the contract shall be considered Technical Data, as defined in DFARS 252.227-7013, "Rights in Technical Data -- Noncommercial Items (Nov 1995)."

c. Reports shall be submitted electronically in accordance with the attached Contract Data Requirements List, DD Form 1423-1, submission requirements. For reports that are unable to be submitted electronically, reports shall be mailed by other than first-class mail unless the urgency of submission requires use of first-class mail. In this situation, one copy shall be mailed first-class and the remaining copies forwarded by less than first-class.

d. Reports that incorporate a MDA logo or letterhead will be provided on a severable cover sheet and not on the same sheet of paper as the MDA logo or letterhead. The following information shall be provided with all reports:

- CONTRACT NUMBER
- PROGRAM'S DESCRIPTION (INCLUDING 2 LETTER CODE)/PROGRAM MANAGER
- CONTRACTOR'S POINT OF CONTACT NAME AND PHONE NUMBER

e. All reports generated under this contract shall contain the following disclaimer statement on the cover page:

> "The views, opinions, and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation."

f. Except as provided by the Contract Data Requirements List, DD Form 1423-1, Exhibit A, and the Contract Security Classification Specification, DD Form 254, the distribution of any contract report in any stage of development or completion is prohibited without the approval of the Contracting Officer.

Section D - Packaging and Marking

D-1 PACKAGING AND MARKING OF TECHNICAL DATA (JAN 2003)

Technical data items shall be preserved, packaged, packed, and marked in accordance with the best commercial practices to meet the packaging requirements of the carrier and insure safe delivery at destination. Classified reports, data and documentation shall be prepared for shipment in accordance with the National Security Program Operation Manual (NISPOM), DoD 5220.22-M.

D-2 PACKAGING AND MARKING OF HARDWARE ITEMS (JULY 2004)

The Contractor shall utilize best commercial practices for the preservation, packaging, marking and labeling of any hardware delivered under this contract to insure safe delivery at final destination. However, the Contractor should also note the requirements of DFARS 252.211-7003, Item Identification and Valuation, if applicable.

Packaging and marking of hazardous materials shall comply with Title 49 of the code of Federal Regulation and the International Maritime Dangerous Goods.

MARKING INSTRUCTIONS FOR MISSILE DEFENSE AGENCY (MDA) REQUIREMENTS – Request for marking instructions shall be submitted electronically at least 90 days prior to required delivery date, to:

Office of the Secretary of Defense
Missile Defense Agency, MDA/IC
730 Irwin Ave
Schriever AFB, CO 80912-7300

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	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-15	Certificate of Conformance	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

CMMI Level 3 is required within 9 months of contract award. Up to CMMI Level 5 shall be required on negotiated Task Orders within an additional 12 months.

(Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.)

(End of clause)

E-1 POINT OF INSPECTION

a. The Government reserves the right to perform quality assurance inspections at the Contractor's place of performance identified in this contract. The Government will inspect the Contractor's submissions (deliverables) and products as specified in this contract. To accomplish these inspections, the Contracting Officer will appoint a Contracting Officer's Representative (COR).

b. Inspection and acceptance of the services performed under this contract shall be accomplished by the Contracting Officer's Representative (COR), Schriever AFB, CO 80912-7300, Project Manager (PM)/Alternate Project Manager (APM) or other Government technical representative.

E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items/services shall be performed at destination. The Government will designate a representative(s) who will be the focal point for all requirements specified under this contract. The Government representative(s) will provide technical assistance to the Contracting Officer in administration of this contract. The Government representative will ensure that deliverables/services due from the Contractor are received prior to payment. The Government will attempt to inspect and accept supplies and/or services as promptly as practicable after delivery. This clause, however, does not authorize anyone other than the Contracting Officer to commit the Government to changes in the terms of the contract. The Contractor shall coordinate with the Government to ensure accounting for Information Technology (IT) is in accordance with JNIC policy.

E-3 PROJECT MANAGER (PM)

Appointed PMs from the functional area receiving the contract services will participate in the administration of this contract specifically to evaluate Contractor performance, inspect the services for the Government, and provide a report of inspection to the COR. This designation does not include authority to direct and or authorize the Contractor to make changes in the scope or terms of the contract without the written authority of the Contracting Officer. The Contractor will be notified in writing by the Contracting Officer of the names, duties, and limitations of the PMs.

E-4 DATA APPROVAL

a. Unless specific time limits are identified in the relevant Contract Data Requirements List (CDRL) item, data item descriptions, or SOW of the contract, the following general rule(s) shall apply to Government handling of data submissions:

(1) The Government will furnish required approvals or, in lieu thereof, comments to the Contractor within thirty (30) days after timely receipt by the designated office.

(2) In accordance with DFARS 252.246-7001, Warranty of Data, Government comments on the initial data submission will be deemed to be complete and will not be expanded subsequently. The Government reserves the right to comment on recurring or new defects contained in any data resubmission.

b. Where specified in the CDRL item, "approval" by Government silence, after a stated period of time from receipt of the data item, is authorized. Automatic approval may be withheld, however, by notice to the Contractor that, for reasonable cause, additional time for review is required. Action thereafter will proceed in due course.

E-5 QUALITY REQUIREMENT

Unless a higher level quality standard is needed (see FAR 52.246-11 located in this Section E), the quality standard for work performed under this contract will be Capability Maturity Model Integrated (CMMI) Level 2. Use of any standards other than those cited in this contract will require approval of the Contracting Officer or the Contracting Officer's Representative (COR) and be a matter of discussions with the Contractor.

E-6 QUALITY CONTROL

a. The Contractor shall develop, implement, and maintain a quality control program. This program shall include inspection, validation, evaluation, corrective action, and procedures necessary to affect quality control of all performance and products provided under the contract. The program shall allow inspection and evaluation by the Government, and shall be applicable to all subcontractors and members of the Contractor's team, as appropriate.

b. Appointed Quality Assurance personnel (QAs) will participate in the administration of this contract. Their duties will involve quality assurance, inspection/surveillance, review of metrics or other performance measures, and certification of Contractor performance. Designation of QAs does not include authority to direct and/or authorize the Contractor to make changes in the scope or terms of the contract without the written authority of the Contracting Officer. The Contractor will be notified by the Contracting Officer of the names, duties, and limitations of the QAs.

c. A minimum of semi-annually, twice per year, the QAs will submit to the Contracting Officer a Contract Performance Evaluation Report. This report will be a summary of the Contractor's performance for the period. If at any time performance deficiencies are significant, or involve safety or security matters, a report will be submitted to the Contracting Officer immediately. When deficiencies are identified in the Contract Performance Evaluation report, the Contractor shall enter corrective action taken, or to be taken, to correct deficiencies, and shall state what measures were taken, or will be taken, to prevent recurrence. Quality assurance by the Government does not relieve the Contractor from establishing its own quality assurance procedures. (Reference contract clause 52.246-5 Inspection of Services-Cost Reimbursement and 52.246-4 Inspection of Services-Fixed Price)

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	31-JAN-2008		JNIC/VO VICE COMMANDER FOR OPERATIONS 730 IRWIN AVE SCHRIEVER AFB CO 80912-7300 FOB: Destination	H95001
0002	31-JAN-2008		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
0003	31-JAN-2008		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
0004	31-JAN-2008	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
0005	31-JAN-2008		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
0006	31-JAN-2008		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
1001	31-JAN-2009		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
1002	31-JAN-2009		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
1003	31-JAN-2009		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
1004	31-JAN-2009	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
1005	31-JAN-2009		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
1006	31-JAN-2009		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
2001	31-JAN-2010		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001

2002	31-JAN-2010		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
2003	31-JAN-2010		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
2004	31-JAN-2010	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
2005	31-JAN-2010		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
2006	31-JAN-2010		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
3001	31-JAN-2011		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
3002	31-JAN-2011		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
3003	31-JAN-2011		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
3004	31-JAN-2011	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
3005	31-JAN-2011		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001
3006	31-JAN-2011		(SAME AS PREVIOUS LOCATION) FOB: Destination	H95001

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

F-1 PERIOD OF PERFORMANCE

Contractor tasks during this 71 day Phase-In/Transition period shall be in accordance with the Contractor's Phase-In/Transition plan. Full performance under this contract will commence at the completion of the Phase-In/Transition and extend through the basic performance period ending 31 January 2008. An additional three one-year option periods may extend contract performance through 31 January 2011 in accordance with Section I clause, "Option to Extend Services." Additionally, two award terms may be included in the contract (pending probable legislation change). The first award term period will have a one-year basic period with two one-year options; the second award term period will have a one-year base period with a one-year option, for a potential maximum contract length of ten years extending contract performance through 21 November 2015. All periods of the contract are subject to FAR 52.232-18, "Availability of Funds", as incorporated by reference in Section I.

F-2 DELIVERY SCHEDULE OF TECHNICIAL DATA ITEMS

The delivery schedule for each data deliverable will be as specified on the attached Contract Data Requirements List(s), DD Form 1423-1, in Section J, Attachment 2 or in the Task Order.

F-3 PLACE OF PERFORMANCE

Services under this contract are required to be performed at the following location(s): Buildings 720 and 730, Schriever AFB CO, Government approved locations and other proposed Contractor facilities in accordance with FAR 45.301 and 45.302, providing facilities.

F-4 LEGAL HOLIDAYS OBSERVED

The following legal holidays are observed:

New Year's Day	1 January
Martin L. King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day*	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day*	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day*	25 December

* Holidays that fall on Saturday are observed on Friday and holidays that fall on Sunday are observed on Monday.

CLAUSES INCORPORATED BY REFERENCE

252.242-7000	Postaward Conference	DEC 1991

H-1. ORGANIZATIONAL CONFLICT OF INTEREST

a. Purpose: The primary purpose of this clause is to aid in ensuring that:

(1) the Contractor's objectivity and judgment are not biased because of its present or planned interests which relate to work under this contract;

(2) the Contractor does not obtain unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources; and

(3) the Contractor does not obtain unfair competitive advantage by virtue of its access to proprietary information belonging to others.

b. Scope: Organizational Conflict of Interest (OCI) rules, procedures and responsibilities as described in FAR Subpart 9.5 shall be applicable to this contract and any resulting subcontracts.

(1) The general rules in FAR 9.505-1 through 9.505-4 and the restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors-in-interest (hereinafter collectively referred to as "Contractor") in the activities covered by this contract as prime Contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

(2) If after award the Contractor discovers an OCI or potential OCI with respect to this contract, the Contractor agrees that a prompt and full disclosure shall be made in writing to the Contracting Officer which shall include a description of the Contractor actions proposed to avoid or mitigate such conflict(s). If the proposed Contractor actions are acceptable to the Contracting Officer, the Contractor shall modify, if necessary, their OCI plan to incorporate the actions.

c. Access to and Use of Government Information: If the Contractor, in performance of this contract, obtains access to Government information, or other program related information, such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not:

(1) use such information for any private purpose;

(2) compete for work, other than succeeding JNIC Research and Development support, based on such information for a period of two years after the completion of this contract, or until such information is released or otherwise made public;

(3) submit an unsolicited proposal to the Government based on such information;

(4) release such information.

d. Access to and Protection of Proprietary Information: The Contractor agrees to treat proprietary data in accordance with the provisions of FAR 9.505-4. The Contractor shall enter into a written agreement for the protection of the proprietary data of others and exercise diligent effort to protect such proprietary data from unauthorized use or disclosure.

e. Contractor's OCI Plan: The Contractor's OCI plan, which has been submitted and negotiated as a part of the Contractor's proposal, shall be incorporated into this contract by reference as Attachment 12 of Section J.

f. Subcontracts: The Contractor shall include this clause in consulting agreements, teaming agreements, subcontracts, or other arrangements for provision of services or supplies of any tier. The terms "contract", "Contractor", and "Contracting Officer" shall be appropriately modified to preserve the Government's rights.

g. Remedies and Waiver: For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an OCI (or potential thereof) subsequent to contract award, the Contracting Officer may permit continued performance under the Contractor's proposed plan of mitigation or terminate this contract for convenience if such termination is deemed to be in the best interests of the Government.

h. Government Indemnity: The Contractor shall hold the Government harmless and indemnify the Government as to any cost or loss resulting from the unauthorized use or disclosure of third party information data or software by the Contractor, its employees, subcontractors or agents.

H-2. TECHNICAL DIRECTION

To be valid, technical direction, shall be consistent with the requirements of the Statement of Objectives, Statement of Work and the Task Order. Technical direction will not constitute changes, as described by the "Changes" clause of this contract, and shall not constitute a basis for increase in contract fee or profit.

H-3 UNAUTHORIZED REPRESENTATION / WORK

a. The Contractor shall not in any way represent itself, as a part or agent of the United States Government, as having the authority to contract or procure supplies or services on the credit of the United States of America, except as provided in the contract.

b. The Contractor shall not accomplish work outside the scope of this contract and shall not utilize in other work, any supplies, parts, or materials acquired for use under this contract.

H-4 TASK ORDERS

a. Notwithstanding the FAR Clause 52.216-18, entitled: *Ordering (Oct 1995)*, located in Section I of this contract, a “Task Order”, under this contract is defined as follows:

1. Task Order (TO): The contract document providing negotiated tasking(s) and funding for delivery of a product or performance of a user support activity.

2. Technical Requirements Document (TRD): A document that identifies specific requirements, tasks, products, schedules, and technical approach. The Technical Requirements Document is jointly prepared by the Government and the Contractor(s). The Contractor responds to the Task Order with a Cost Volume.

b. Task Orders (TOs) not defined at the time of contract award shall be started by the Contractor only after the Government issues a fully executed TO as herein specified and defined.

c. Content. TOs are the contractual vehicle, which will be used to implement Technical Requirements Document (TRD). TOs will be prepared by the Government and will include at a minimum: the estimated cost, funded amount, period of performance, and a detailed TRD including; a list of Statement of Work (SOW) and other applicable references; security instructions, if required; any required Government inputs; Government furnished

property, if required; expected completion date(s); list of deliverables; and additional data as appropriate to assist the Contractor in understanding the work required for each individual TRD.

d. Execution. The Contracting Officer will forward a copy of the TRD to the Contractor. The Contractor shall prepare a response in accordance with the TRD instructions including the proposed method to accomplish the work and proposed cost. The Contractor's response shall be submitted within 10 working days after receipt of the requirement, TRD, or as specified by the Contracting Officer. The Contractor's proposal will be reviewed for adequacy and, as necessary, negotiated with the Contractor concerning scope, schedule, estimated cost, and deliverables. Following agreement, the Government may issue a TO.

e. Changes. Changes to the TO, for example the scope content, estimated cost, schedules, and deliverables shall be documented by a modification to the TO in the same manner as the basic TO execution process.

H-5 EMERGENCY TASK ORDERS

a. Definition. Emergency Task Orders (TOs) determined to be within scope of the contract may be issued prior to agreement on price, period of performance and/or delivery schedule. Emergency TOs may be issued to cover urgent requirements for services or supplies when there is insufficient time to negotiate a definitized TO. The Contracting Officer will provide a not-to-exceed (NTE) price, a sufficient amount of funds, and definitization schedule with the issuance of an emergency TO. The Contractor's designated representative shall accept the emergency TO by signing, dating and returning a copy of the TO. The signature signifies concurrence with the emergency TO, the NTE amount, and the definitization schedule.

b. Definitization Procedures. The Contractor shall prepare and submit a detailed price proposal, and if not previously defined, the proposed period of performance and delivery schedule. The proposal shall be submitted within 10 working days after receipt of the emergency TO, or prior to completion of 25 percent of the work, which ever is earlier, unless waived by the Contracting Officer. The Contracting Officer and the Contractor will negotiate the definitization of the emergency TO in accordance with the definitization schedule. Upon agreement, a bilateral definitization modification will be executed and excess funds, if any, deobligated.

c. Disputes. Any failure by the parties to agree will be resolved according to the "Disputes" clause of this contract.

H-6 TASK ORDER PRICING

a. Contract Rate Tables (establishment, use, and maintenance)

1. For the purpose of establishing the price of labor (cost and fee) for each Task Order, the negotiated contract rate tables identified in Section J as Attachment 10 shall be used. Except as noted elsewhere in this clause, separate rates tables shall be established for each prime- and sub-contractor (firm) and vendors for the time periods as stated in Attachment 10 of this contract.

2. The contract rate tables shall remain in effect and be applicable to labor occurring within the time periods stated on the contract rate tables.

3. The Rate Table shall be developed for the first two contract years as directed in section L-11.4. Future labor rates beyond the two years shall be based on the proposed rates multiplied by a recognized index (e.g. the William M. Mercer Information Technology Compensation Survey, DICE.COM, or any other mutually agreed to index).

4. The contract rate tables may be amended from time to time during the term of the contract at the request of a firm (prime contractor or subcontractor), but only as the following circumstances permit:

i. There is at least a +/- 10% delta to a labor category in a firm's rate table; (Note: A firm will be allowed and/or required to update all labor category rates should a single category exceed the threshold indicated above)

ii. Upward adjustments are limited to once per calendar year per contractor; (Note 1: There is no limit on the number of downward adjustments.)

iii. Upward rate adjustments only become effective when agreed to by the Government Contracting Officer and placed on contract (not before);

iv. Downward rate adjustments are retroactive if not submitted within 60 days of known lower rates; and

v. Requests for rate adjustments shall be sent to the Government Contracting Officer through the Prime Contractor.

5. The Government reserves the right to verify the rate adjustment requests through DCAA audit or other means it deems suitable. Requests for rate adjustment(s) may be a matter for discussions (negotiations). In the absence of an agreement, the request for a rate adjustment shall not be used as grounds for delay in proposing or performing on a Task Order or modification thereto.

b. Task Order Pricing for Cost plus action (cost and fee calculations and maximums)

1. The estimated labor cost* for each Task Order will be established by multiplying the estimated hours for each labor discipline times the rate referenced in the contract rate tables of Section J for the firms and vendors with rate tables, plus any vendor labor prices.

i. In the case where a proposed labor discipline is not included in a rate table, the Contracting Officer and Contractor will negotiate a mutually acceptable rate agreement for use in pricing proposals.

ii. In cases where the contract rate tables for a vendor is not already on contract, the Contracting Officer and the Contractor will negotiate mutually acceptable labor rates or the total labor price.

iii. In the absence of reaching an agreement in the two cases described in paragraphs b.1.i and ii above the proposed labor category and vendor labor will not be included in the pool for the fee calculation until such time an agreement is reached or the Government Contracting Officer renders a unilateral decision.

2. The total estimated cost of each Task Order will include both the estimated labor cost* plus any related estimated costs associated with the non-fee bearing contract line item numbers (CLINs) in Section B of the Schedule

3. The sum of the estimated labor costs (the labor pool) is used in turn to establish the award fee pool, fixed fee or incentive for the task order by applying the negotiated fee percentage against the labor pool. For the prime contractor, the award fee percentage has been established at (b)(4) the fixed fee percentage has been established at (b)(4) the incentive fee percentage will be established on individual Task Orders on a case by case base. Fee is determined by applying the fee percentage above against the labor pool consisting of the prime contractor's estimated labor *costs* plus the estimated labor *price* of the subcontractors. Thus, the fee for each Task Order will be established by multiplying the estimated labor cost* times the fee percentage of (b)(4) for award fee, (b)(4) for fixed fee or the negotiating fee percentage for incentive fee.

*The estimated labor *price* (cost plus fee) of the subcontractors and vendors is considered a labor cost for the purposes of establishing the labor and fee amounts. The labor costs, established using contract rate tables of the prime contractor, absent any fees, is considered a labor cost for the purposes of establishing the labor and fee. Thus, the labor pool is established by adding the estimated labor *price* of the subcontractors and vendors and the estimated labor *cost* of the prime contractor. In addition, this contract sets a maximum allowable fee percentage on the prime contractor for reimbursement of subcontractor fee as a cost and for inclusion in calculations for the award fee pool. That maximum is (b)(4) in the aggregate – that is the sum of all subcontracted fee dollars divided by the sum of all subcontracted estimated labor costs (labor *price* less fee) cannot exceed (b)(4) for reimbursement. Any excess of fee dollars over the (b)(4) maximum shall be treated as an unallowable cost under this contract and shall not be invoiced to the Government by the prime contractor. In order to verify the subcontractors' labor price being charged to the Government, the prime contractor shall disclose to the Government Contracting Officer the fee percentage that each subcontractor is receiving on its labor. Proposals for Task Order actions shall show the fully loaded labor price by labor category. Cost proposals shall be accomplished using a format that is acceptable to both the Government and the Contractor.

c. Task Order Pricing for Fixed Price action (cost and fee calculations and maximums)

1. The labor price for each Task Order will be established by multiplying the estimated hours for each labor discipline times the rate referenced in the contract rate tables of Section J for the firms and vendors with rate tables, plus any vendor labor prices.

2. The total estimated cost of each Task Order will include both the estimated labor cost* plus any related estimated costs associated with the non-fee bearing contract line item numbers (CLINs) in Section B of the Schedule

H-7 FLOWDOWN REQUIREMENTS

a. The contractor will flow down the award fee criteria from this contract to the subcontracts appropriately tailored (as determined by the prime contractor) to meet specific circumstances of the subcontract and consistent with overall program objectives. This requirement of the contract does not apply to vendors.

b. In addition, for the purposes of reimbursement of subcontractor fee as a cost to the Government, the Contractor's reimbursement of subcontractor fee is limited to fee on subcontractor labor only.

c. For purchase orders with hardware/software and services vendors, the Contractor will be reimbursed for all reasonable, allowable, and allocable costs/fees paid to such vendors.

H-8 ASSOCIATE CONTRACTOR RELATIONSHIP

a. In performance of its responsibilities for the Joint National Integration center (JNIC) program as described elsewhere in this contract, the Contractor shall enter into agreements with the Contractors (hereinafter call "associate contractors") identified in the following paragraph:

None Identified.

(1) The Contractor shall execute written agreements with companies, individuals and organizations identified by the Government as associate contractors (ASCONS). The agreement shall provide for the timely, free and direct exchange of information and data necessary to the performance of this contract and shall be structured to ensure effective communication between counterparts at all levels from senior corporate management to working engineers. The agreements shall include the provision that any proprietary information furnished by an ASCON

pursuant to the work under this contract will be protected from unauthorized release or disclosure beyond the scope of the agreement. Further, the agreement shall hold the Government harmless from liability for the unauthorized disclosure by the Contractor of ASCON proprietary information.

(2) If the Contractor requires technical information from an ASCON the Contractor shall request and obtain any and all such information directly from the ASCON, pursuant to the written agreement with that Contractor.

(3) The Contractor shall freely and directly exchange technical information and data on the performance of its efforts. The Government intends to conduct meetings to facilitate the exchange of technical information and data between and among ASCONs and other Government personnel. The Contractor shall participate in such meetings, and provide JNIC program technical information and data. In the event of a disagreement as to what constitutes a permissible exchange of information or data under agreements, the matter shall be brought to the attention of the Contracting Officer for resolution.

b. The Contractor shall furnish to the Contracting Officer a copy of ASCON Agreements when executed. E-mail copies are acceptable which clearly indicate or state that the agreements have been executed.

H-9 ADVISORY ASSISTANCE

The Department of Defense has contracted with various Federally Funded Research and Development Centers (FFRDCs) and Systems Engineering and Technical Assistance (SETA) organizations for technical services under the program management of the Government, and responsible to the Government for overall technical review of specified programs. The agreements with personnel from these organizations supporting the Government prohibit the unauthorized dissemination of data to which they have access. It is the Government's intent to use the services of the organizations in a purely advisory role.

H-10 COMMUNICATIONS WITH A FOREIGN ELEMENT

The Arms Export Control Act and the International Traffic in Arms Regulations (ITAR) require that U.S. Contractors:

a. Disclosing classified or technical information controlled by the ITAR to foreign nationals or international organizations or;

b. providing a defense service to foreign persons concerning the design, development, operation or use of a defense article must first obtain an export license (Technical Assistance Agreement) from the Department of Defense, Defense Threat Reduction Agency. It is anticipated this contract shall require interaction with the countries listed within individual Task Orders.

c. Based on the Government Task Orders, the Prime Contractor shall determine if a TAA may be needed and shall initiate the process to obtain a TAA in accordance with the ITAR from the Department of State. Such a request will accomplished in a timely manner so that it can be in place prior to the anticipated transfer of technical data. Normally, a draft will be provided to the JNIC Government Customer prior to submission to Department of State for preliminary review and comments. If a TAA is not appropriate or practicable, the Prime Contractor shall initiate a request for an exemption with the JNIC Government Customer, who will review and coordinate such reports with appropriate personnel within the JNIC and headquarters MDA. No exports of defense articles or transfers of technical data shall occur unless a properly signed and approved TAA or ITAR exemption is in place.

H-11 INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS REPUBLIC OF KOREA

Invited Contractor and technical representative status shall be governed by the United States status – Republic of Korea Status of Forces Agreement (SOFA) as implemented by United States Korea (USFK) Regulation 700-19.

a. Invited Contractor or technical representative status under the ROK-US SOFA is subject to the written approval of ACofS, Acquisition Management, ATTN: FKAQ, APO AP 96205-0009.

b. The Contracting Officer will coordinate with HQ USFK, AcofS, Acquisition Management (FKAQ), in accordance with FAR 25.8 "Other International Agreements and Coordination" and USFK Regulation 700-19 "Award of Contracts for Performance in the Republic of Korea". The AcofS, Acquisition Management will determine the appropriate Contractor status under the SOFA and notify the Contracting Officer of that determination.

c. Subject to the above determination, the Contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions as specified in the US-ROK SOFA and implemented per USFK regulation 700-19, subject to the conditions and limitations imposed by the SOFA and USFK Regulation 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistic support privileges are provided on an as-available basis to properly authorized individuals.

d. The Contractor warrants and shall ensure that collectively and individually, its officials and employees performing under this contract do not perform any contract, service, or other business activity in the ROK, except under US Government contracts and that performance is in accordance with the SOFA.

e. The Contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor laws and USFK Regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

f. The authorities of the ROK have the right to exercise jurisdiction over invited Contractors and technical representatives, including Contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII US-ROK SOFA, related Agreed Minutes and Understandings on Implementation. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the US military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the United States.

g. Invited Contractors and technical representatives agree to cooperate fully with the USFK sponsoring agency and responsible officer on all matters pertaining to logistic support. In particular, Contractors will provide the assigned sponsoring agency prompt and accurate reports of changes in employee status as required by USFK Regulation 700-19.

h. Except for Contractor air crews flying Air Mobility Command missions, all US Contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

i. Invited Contractor and technical representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract;

(2) Determination that the Contractor or its employees are engaged in business activities in the ROK other than those pertaining to US Armed Forces; or

(3) Determination that the Contractor or its employee are engaged in practices illegal in the ROK or are violating USFK regulations.

j. It is agreed that the withdrawal of invited Contractor or technical representative status, or the withdrawal of or failure to provide any of the privileges associated therewith by the US and USFK, shall not constitute grounds for excusable delay by the Contractor in the performance of the contract and will not justify or excuse the Contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Regulation 700-19, paragraph 2-6(a)-2-6(c) above shall not serve as a basis for the Contractor filing any claims against the US or USFK. Under no circumstance shall the withdrawal of SOFA status or privileges be considered or construed as a breech of contract by the US or USFK.

H-12 SAFETY AND ACCIDENT PREVENTION

a. In performing work under this contract on a Government installation, the Contractor shall--

1. Conform to the specific safety requirements established by this contract;

2. Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract;

3. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

4. Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.

b. If this contract is performed on an Air Force installation, the Air Force Occupational and Environmental Safety, Fire Protection, and Health (AFOSH) Standards developed in accordance with AFI 91-301, AFOSH Program in effect on the date of this contract, apply. If contract performance is on other than an Air Force installation, the Contractor shall comply with the safety rules of that Government installation, in effect on the date of this contract.

c. The Contracting Officer may, by written order, direct additional AFOSH and safety and accident standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

d. Any violation of these safety rules and requirements, unless promptly corrected as directed by the Contracting Officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

H-13 EARNED VALUE MANAGEMENT

a. In the performance of this contract, the Contractor shall use an earned value management system (EVMS) that complies with the Guidelines contained in the ANSI/EIA-748 Standard, Earned Value Management Systems criteria. EVMS requirements shall be flowed down to subcontractors as appropriate.

b. An integrated baseline review (IBR) will be required on each delivery order, except those that are 90% or more LOE, such as facility support-related LOEs. The primary purpose of the IBR is to establish and maintain a mutual understanding of the risks inherent in the PMB and management processes that operate during project execution. The contractor shall engage jointly with the Government's program manager in IBRs to evaluate the risks inherent in the execution of the performance measurement baseline (PMB), the adequacy of the resources applied to the PMB, and the appropriateness of the earned value methodology to be employed on the delivery orders.

c. As a recognized function of program management the EVMS to be employed for TOs under this contract must ensure that cost, schedule and technical aspects of the TO are truly integrated. Therefore, the Contractor's EVMS practices must allow for both Government and Contractor Project Managers (PMs) to have visibility into technical, cost, and schedule progress on their contracts.

d. The implementation of EVMS on selected TOs should ensure that the PM is provided with Contractor cost and schedule performance data which: relate time-phased budgets to specific contract tasks and or statements of work; indicate work progress; properly relate cost, schedule and technical accomplishment; are valid, timely and auditable; supply managers with information at a practicable level of summarization; and are derived from the same internal earned value management systems used by the Contractor to manage the contract.

e. The objective should be to do what makes sense. Earned value management must be based in flexible criteria that will facilitate the Joint National integration Center (JNIC) mission. The criteria should be applied appropriately based on common sense and practicality, as well as sensitivity to the overall requirements for performance management. Such criteria will facilitate: through planning, timely baseline establishment and control; information broken down by product as well as by organization or function; objective measurement of accomplishment against the plan at levels when the work is being performed; summarized reporting to higher management for use in decision-making; reporting discipline; analysis of significant variances; and the implementation of management actions to mitigate risk and manage cost and schedule performance.

f. When EVM is required under a TO, the Government may require an integrated baseline review(s) (IBR). The IBR is a joint assessment by the Government and the Contractor of the Contractor's performance measurement baseline (PMB). Such reviews shall be scheduled as early as practicable and should be conducted within 90 calendar days after (1) TO award, (2) the exercise of significant contract options, or (3) the incorporation of major modifications. The time for the conduct if the IBR should be stated in the TO reached by mutual agreement between the Government and Contractor but no later than 90 days after award. The objective of the integrated baseline review is for the Government and the Contractor to jointly assess areas, such as the Contractor's planning to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resources, and identification of inherent risks. The IBR and number of IBRs should be tailored to meet the needs of the TO program considering the price, period of performance and complexity. There should be cases where only one IBR is necessary and any subsequent minor TO modifications or minor program adjustments handled on an informal basis between the Government and Contractor PMs with the appropriate adjustments made to the baseline without a re-baseline effort or formal IBR. A re-baseline effort will require Contracting Officer approval.

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H-14 TRAINING REIMBURSEMENT

a. The contractor is responsible for training/enhancing the technical and management skills and capabilities of its employees. Contractor personnel must posses the qualifications for the tasks they were hired to performed and to which they are assigned. Specific training may be required on individual task orders, which must be authorized by the Contracting Officer prior to performance on the task order.

b. Training reimbursement for contractor personnel shall be limited to the following rules and procedures. The contractor's training manager shall evaluate each instance of training to justify the investment of resources and performance of the contractor's assigned duties.

c. Training must be approved in advance by the Contracting Officer as mission essential. Reimbursement is only allowable after successful completion of training and period of performance is equal to three times the length of training for training over 80 hours. Longer periods of performance may be set if justified by the costs of training and or other factors, such as situations when contractor employees enter into a period of non-pay status (training occurs after duty hours). Non-pay status period of performance is equal to the length of the training with a one-month minimum.

d. Computed costs of training for reimbursement shall include tuition, travel, per diem, books and material, fee and or related costs. The trainee's salary will not be included.

e. The Contracting Officer has the authority to waive the requirement in paragraph c above. A waiver may be granted in whole or in part based on employee justification. Approval of any waiver is fully documented and based on full consideration of equity, good conscience and the public interest in the decision process.

H-15 TOP SECRET PERIODIC REINVESTIGATION

a. When Contractor personnel with TOP SECRET clearance are due for a Periodic Reinvestigation (PR), the Contractor shall monitor and determine if the individual currently has access to Sensitive Compartmented Information (SCI) or if eligibility for access to SCI is required to support the contract. The Contractor's Facility Security Officer, or other authorized official, will ensure that Contractor personnel having access to or eligibility for access to SCI is submitted for a Periodic Reinvestigation meeting SCI standards. This will ensure that once the investigation is completed, the appropriate Central Adjudication Facility will also have the investigation adjudicated for continued eligibility for access to SCI.

b. Failure to have the PR meet SCI standards will most likely result in the individual being denied continued access to SCI until a PR is re-investigated to appropriate standards. The Contractor will be required to provide an eligible replacement within 30 working days if required.

H-16 REQUESTED ADDITIONAL DISTRIBUTION OF SF 294 AND SF 295

Section I of this contract incorporates by reference FAR 52.219-9 entitled SMALL BUSINESS SUBCONTRACTING PLAN (Jan 2002). Paragraph (j) of that provision requires the Contractor to submit Standard Forms (SF) 294 and 295. The Contractor is requested to submit an additional copy of the SF 294 and 295 information, at the specific times stated in the clause, to the Director, Small Business, Missile Defense Agency. Please annotate the method by which you plan to provide your submission.

_X__ Electronic format through the following website:www.mdasmallbusiness.com

___ Hardcopy mailed to:

Director, Small Business Missile Defense Agency (SB)
7100 Defense Pentagon
Washington, DC 20301-7100

H-17 LOCATION ENTRY

a. The Contractor shall contact the project manager to obtain the necessary base entry procedures and documents.

b. All personal vehicles will require liability insurance to the levels established by the State of the place of performance. Contractor personnel will comply with all safety and security regulations on applicable installation,

to include reporting problems to the Contracting Officer and/or Security Police Desk. Upon request copies of these regulations will be made available to the Contractor.

H-18 PERFORMANCE OF WORK ON GOVERNMENT PREMISES

a. Any work under this contract which is performed by the Contractor or any of its subcontractors on premises under Government control is subject to all requirements of this contract governing such work, and the following:

(1) All Contractor and subcontractor personnel shall, at all times, conspicuously display a distinctive badge provided by the Contractor, identifying such personnel as employees of the Contractor and shall observe and otherwise be subject to such security regulations as are in effect for the particular premises involved.

(2) All Contractor and subcontractor personnel shall be easily recognized by wearing Government provided security badges while working on Schriever AFB.

(3) The Contractor shall provide direct supervision of its own employees and shall not supervise or accept supervision from any Government personnel.

(4) The Contractor shall designate to the KO in writing an on-the-premises representative to serve as point of contact for the Contractor with the Contracting Officer or their duly authorized representative.

H-19 REQUIRED INSURANCE
(IAW FAR 28.306(b))

Reference FAR 52.228-5, entitled "Insurance . . ." the Contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract:

a. Workmen's Compensation and Employer's Liability Insurance, as required by law except that if this contract is to be performed in a state which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of $100,000.

b. General Liability Insurance. Bodily injury liability insurance in the minimum limits of $500,000 per occurrence shall be required on the comprehensive form of policy.

c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage shall be required.

H-20 EMERGENCY DEFENSE/CRISIS SITUATIONS

a. In performance of its responsibilities for the MDA/IC, the contractor could be required to support the US military inside the US or outside the US when directed by the Government to perform/continue essential contractor goods and services necessary to support the MDA and any of the elements the BMDS utilized during crisis situations. Because of this, the contractor must be prepared to, and when directed, carry out all reasonable efforts to support the BMDS in the US, its territories, or outside the US. In such circumstances, contractor personnel could find themselves supporting a military unit or organization of a single Service not involved in joint operations, in which case they would be subject to the regulations and directives of that Service. For joint forces

activities, unless the Chairman of the Joint Chiefs of Staff dictates otherwise, Joint Publication (JP) 4-0 establishes, among other things, the doctrine for the use of contractor personnel in a theater of operations.

b. The actual/potential operational scenarios will dictate location, theater of operations, the nature of the duties expected from the contractor personnel, the contract terms, and the circumstances under which they will be expected to perform their duties.

c. Contractor personnel could be required to support defensive systems, including operation of such systems, if necessary.

d. The Contractor will not be required to perform inherently Government functions.

e. Performance of Duties on US Territory: The Contractor shall assure continuity of services. For those goods and services identified by the Government as essential, the Contractor is expected to use all means at his disposal to continue to provide the goods and services in accordance with the terms and conditions of this contract during crisis situations until appropriately released or evacuated by military authority. The requirements of DODI 3020.37 governing theater admission procedures, shall generally not apply to contractors performing in the US under this contract unless the operational situation warrants such procedures. Contractor personnel performing their duties on US territory are expected to continue performing their duties in accordance with this contract, even during crisis situations.

f. Performance Of Duties In A Theater Of Operations Outside Us Territory: Should contractor personnel perform contracted duties in a theater of operations outside US Territory, they will be afforded/subject to:

1. Law of War Status. Contractor personnel who accompany US forces are considered noncombatants but, based upon their duties as their location, they may be lawful targets for an opposing force and thus at risk of direct military action. The 1949 Geneva Convention Relative to Prisoners of War establishes that they will be granted prisoner of war status if captured. To ensure proper treatment, contractor personnel will be provided a Geneva Convention Identification Card. (DD Form 489).

2. Processing for Theater Admission. DODI 3020.37 establishes the procedures to be followed to prepare contractor personnel for admission into a theater of operations. Included are training on their responsibilities such as standard of conduct, cultural awareness, and their status under the Law of War, issuance of ID cards, as well as medical and casualty processing.

3. Applicability of Host Nation Law. Generally, contractors will have to comply with the law of the host nation in performing their contract.

4. Status of Forces Agreements (SOFAs). SOFAs provide for the legal status of the members of an armed force present within the territory of another nation. The United States has such agreements with many nations. Generally they include provisions for the status of civilian employees of the force and their dependents. Sometimes they account for contractor personnel. Without SOFA protections, contractor personnel will be subject to host nation law. The Government will provide information on applicability of existing SOFA provisions depending on the host nation in which contractors may need to be present. The Contractor should request Host Nation SOFA information from DoD and the State Department prior to admission into these areas.

5. Clothing. Except for special purpose clothing such as chemical protective, or cold weather equipment, contractors generally are not required to wear US military uniforms or clothing. Contractors may be required to wear battle dress uniforms when camouflage integrity or other military necessity dictates. In these situations the commander will most likely ensure that contractors wear a symbol or badge on their clothing that establishes their contractor status.

g. When the contractor is required to perform in support of declared crisis situations and a separate implementing Task order is not issued for these efforts, reasonable, allowable and allocable costs shall be borne by the Task order responsible for the essential function being performed. Appropriate provisions covering reimbursement or insurance will be incorporated into the contract prior to admission to the area(s) of operations during crisis situations unless provided for elsewhere in this contract or as directed by the Contracting Officer.

H-21 AUTHORIZED TRAVEL AND TRAVEL COSTS

a. Travel. All contractor travel (non-local) that is directly billed under this contract as required and negotiated in Task Orders (other than extended commuting travel as defined under paragraph c. below) must be approved in advance in writing by the COR and by the Procuring Contracting Officer (PCO) using MDA Form 110 (dated March 2001).

b. Extended Commuting Travel.

(1) All contractor extended commuting travel under this contract must be approved by the COR AND BY THE PROCURING CONTRACTING OFFICER (PCO) using MDA Form 110 (dated March 2001). Such approval will be granted only after review and government acceptance of contractor documentation showing that extended commuting travel is the most effective means of fulfilling the government's requirements – cost and other factors considered.

(2) Extended commuting travel may be authorized for up to 90 days at a time and must be authorized in advance as stated in b. (1) above.

c. Definition: Extended Commuting Travel – travel that occurs regularly in the performance of this contract where an individual or individuals travel back and forth from their normal place, or city of employment to another location or locations over a 30 day (or longer) period.

H-22 ALTERNATE DISPUTES RESOLUTION (JULY 2004)

The JNIC program is based on the concept of a teaming arrangement between the Government and Contractor, which means that Contractor and the Government are interested in the timely, efficient and fair resolution of disputes. Based on the mutual desire for a system of resolving disputes that meets these goals and the Administrative Dispute Resolution Act (ADRA) of 1990 and revisions of October 1996, the Government and Contractor agree to use the following procedures under this contract for disposition of disputes:

A. Partnering. The Contractor and the Government will employ the use of partnering for dispute avoidance. Partnering is used to build an environment that encourages open communication and fosters the achievement of mutual goals. This process should assist both parties in identifying and solving problems before they become issues in controversy.

B. Mediation. If Contractor and the Government are not able to reach a mutually acceptable agreement within seventy days (unless otherwise agreed to) in accordance with normal contract procedures defined in FAR Part 33 and its supplements regarding differences on an issue or claim, then Contractor and the Government will mutually agree to endeavor to settle the dispute by mediation. An agreement with details of the proceedings to include the schedule shall be executed within 15 days of the decision to employ mediation procedures. This agreement shall incorporate by reference this ADR provision. (Note: Nothing herein shall be construed to be a waiver or variance of statutory certification requirements.) Agreement to payment of any settlement is subject to availability of funds.

1. Principal Participants

If the amount in dispute is greater than $10 Million, the Director of the JNIC and an equivalent contractor counterpart shall attend the mediation proceeding and engage in settlement discussion as the principal participants. For disputes not exceeding $10 Million, the parties will appoint appropriate principals with full settlement authority. The principals shall review the parties' respective positions on the facts and the law together with supporting documentation. Following the mediation proceeding they will enter into good faith discussions to resolve the dispute. The principal participants shall have the authority from their respective parties to settle the dispute, subject to the approval review process of their respective organizations.

2. Neutral Advisor

(a) In the event of a dispute, Contractor and the Government will jointly notify the Chairman of the Armed Services Board of Contract Appeals (ASBCA), who will then choose an active ASBCA judge to act as the Neutral Advisor. The Neutral Advisor will serve as the moderator of the mediation proceeding. The Neutral Advisor may ask questions to seek clarification, but may not direct, limit, or otherwise interfere with the proceedings. Prior to discussion between the principal participants, the Neutral Advisor will meet separately with the principal participant and representative for each party to discuss the strengths and weaknesses of such party's position.

(b) Prior to being appointed as a Neutral Advisor, the Neutral Advisor will execute an agreement that all information received during the ADR proceedings shall not be disclosed to any third party, except as required by law, and that all documents and copies thereof furnished to the Neutral Advisor in connection with the proceedings shall be returned to the party which generated or provided the information within ten days after the agreement terminates. The agreement will also contain a provision prohibiting the Neutral Advisor from participating in any future dispute resolution proceedings or litigation concerning this matter if the matter is not settled, except as mutually agreed to in writing by both parties.

(c) Replacement of the Neutral Advisor will occur when: (1) Contractors and the Government agree to replace the Neutral Advisor, or (2) the Neutral Advisor has served for at least one year and either Contractors or the Government requests a new third party. Replacement of the Neutral Advisor will not occur when a dispute is pending.

3. Procedures

The details for the procedures shall be included in the agreement executed for each dispute. Each dispute agreement shall include an aggressive schedule for timely resolution of the dispute that is to be tailored to the individual dispute involved. For instance, the dispute resolution may be limited to the exchange of position papers followed by discussions between the principals done without a formal mediation session. Individual dispute agreements may waive any terms of this clause.

(a) Discovery shall be limited to the exchange of prehearing position papers and hearing exhibits and examination by each party of the other party's relevant non-privileged documents, which would be discoverable before the ASBCA. The position papers shall contain factual and legal issues involved. The schedule for receipt of these position papers should be 10 days in advance of the proceedings with a page limitation agreed to by the parties and the Neutral Advisor. Copies of the position papers, the claim (or request for equitable adjustment) and heretofore published responses relating thereto shall be provided to the respective principals, the Neutral Advisor, and the PCO by the legal counsel for each party.

(b) Discussions/Settlement.

(1) The principal participants will meet at the times set forth in the Schedule to discuss their respective position and the possible resolution of the dispute. The Neutral Advisor will be available to the principals for consultation at the pleasure of the principals during this closed session.

(2) After the discussions are concluded, the principal participants shall make their recommendations, which will be complete with explanations of their reasoning. The recommendations shall be based on the pertinent provisions of the contract and the facts and circumstances involved in the issue. Contractors and the Government have one month to reach a final settlement unless a different period is specified in the dispute agreement. (This does not include the administrative time for preparing any contract modifications, which may be required.) As part of the settlement, all requests by the contractor for contract price adjustment shall be subject to audit by the Defense Contract Audit Agency. The contractor shall certify all claims in accordance with the Administrative Disputes Resolution Act. None of these processes shall alter the terms of the contract, nor the requirements of any other certifications. This provision takes precedence over FAR 52.233-1, Disputes Clause, up to this point. Issues that have not been resolved by the end of this period shall revert back to the normal disputes process as defined in FAR 52.233-1 unless an extended settlement period is agreed to by both parties.

(c) Confidentiality of Statements and Documents. Contractor and the Government agree that all offers, promises, conduct and statements whether oral or written made in connection with the proceedings are confidential and shall not be used for any other purpose. All documents, including all notes or other writings of the principal participants and the Neutral Advisor prepared during the course of the procedures shall be confidential and inadmissible as evidence in any other proceedings unless mutually agreed by the parties. However, if settlement is reached as a result of the mini-trial, any and all information prepared for and presented at the proceedings may be used to justify and document the subsequent settlement agreement. All documents and copies furnished to each party shall be returned to the generating or submitting party except those documents required to support a settlement. Any document presented by either party pursuant to these proceedings to which there is otherwise any right to access or which otherwise may be discovered pursuant to the Federal Rules of Civil Procedure and admitted into evidence pursuant to the Federal Rules of Evidence may be accessed, discovered or admitted into evidence in any other proceeding.

(d) Termination. Contractor and the Government agree that the mediation shall terminate upon the occurrence of any of the following conditions: (1) the parties are unable to agree on selection of a Neutral Advisor (2) the parties reach a final agreement resolving the dispute (3) the parties fail to reach a final agreement resolving the dispute or (4) either party notifies the other party in writing at any time that it desires to terminate the agreement. Notwithstanding a termination, paragraphs (2)(b) and (3)(c) shall remain in full force and effect.

H-23 PUBLIC RELEASE OF INFORMATION

a. The policies and procedures outlined herein apply to information submitted by the Contractor and his subcontractors for approval for public release. Prior to public release, all information shall be cleared as shown in the "*National Industrial Security Program Operations Manual*" (DoD 5220.22-M).

b. All public information materials prepared by the Contractor shall be submitted to the MDA (see paragraph e. below) for clearance prior to release. These materials include but are not limited to, technical papers, and responses to news queries, which relate to a Contractor's work under this contract.

c. However, once information has been cleared for public release, it does not have to be cleared again for later use. The information shall be used in its originally cleared context.

d. The MDA Director for External Affairs is responsible for processing Contractor-originated material for public release.

e. All material to be cleared shall be sent to the Contracting Officer. Subcontractor proposed public releases shall

be submitted for approval through the prime Contractor.

f. The Contractor shall submit the material proposed for public release to the above addressee by a letter of transmittal which states: (1) to whom the material is to be released; (2) the desired date for public release; (3) that the material has been reviewed and approved by officials of the Contractor, or the subcontractor, for public release; (4) the contract number and the applicable COR.

g. Two (2) copies of each item, including written material, photographs, drawings, "dummy layouts" and the like shall be submitted at least six (6) weeks in advance of the proposed release date.

h. The items submitted must be complete. Photographs shall have captions.

i. Abbreviated materials or abstracts may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, final approval for release or disclosure of the material cannot be given on the basis of abstracts.

j. Outlines or rough drafts will not be cleared.

k. Materials submitted to MDA for release purposes shall be void of all Contractor logos or other attributions to the Contractor.

H-24 ENABLING CLAUSE FOR BMD INTERFACE SUPPORT (JAN 2003)

a. It is anticipated that, during the performance of this contract, the Contractor will be required to support Technical Interface/Integration Meetings (TIMS) with other Ballistic Missile Defense (BMD) Contractors and other Government agencies. Appropriate organizational conflicts of interest clauses will be negotiated as needed to protect the rights of the Contractor and the Government.

b. Interface support deals with activities associated with the integration of the requirements of this contract into BMD system plans and the support of key Missile Defense Agency (MDA) program reviews.

c. The Contractor agrees to cooperate with BMD Contractors by providing access to technical matters, provided, however, the Contractor will not be required to provide proprietary information to non-Government entities or personnel in the absence of a non-disclosure agreement between the Contractor and such entities.

d. The Contractor further agrees to include a clause in each subcontract requiring compliance with the response and access provisions of paragraph c. above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of its responsibility to manage its subcontracts effectively, nor is it intended to establish privity of contract between the Government and such subcontractors.

e. Personnel from BMD Contractors or other Government agencies or Contractors are not authorized to direct the Contractor in any manner. The Contractor agrees to accept technical direction as follows: Whenever it becomes necessary to modify the contract and redirect the effort, a change order signed by the Contracting Officer, or a supplemental agreement signed by both the Contracting Officer and the Contractor, will be issued.

f. This clause shall not prejudice the Contractor or its subcontractors from negotiating separate organizational conflict of interest agreements with BMD Contractors; however, these agreements shall not restrict any of the Government's rights established pursuant to this clause.

H-25 PERSONNEL QUALIFICATIONS (JAN 2003)

a. The Contractor shall promptly notify the Contracting Officer and Contracting Officer's Representative prior to making any changes in key staff. If replacing key staff the Contractor shall adhere to the following: (1) replacement person's qualifications are equal to or better than the qualifications of the person being replaced; or (2) the added person's qualifications are equal to or better than the core capabilities of this contract.

b. All Contractor notifications must provide the name and departure date for the incumbent leaving, and any other pertinent information requested by the Contracting Officer. The Government shall be provided the opportunity to review the proposed substitution regarding qualifications, security matters or any other concerns, which could, in its opinion, affect performance under this contract.

c. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

H-26 SENSITIVE INFORMATION TECHNOLOGY WORK (JULY 2004)

a. DOD 5200.2-R, DOD Personnel Security Program, requires Contractor personnel, who perform work on sensitive Information Technology (IT) systems, to be assigned to positions, which are designated at one of three sensitivity levels (IT-I, IT-II or IT-III). These designations equate to Critical Sensitive, Non-Critical Sensitive, and Non-Sensitive. Working On-Site in any MDA Facility requires a minimum Sensitivity of IT-II. The following investigations are required:

IT-I designated positions require a Single Scope Background Investigation (SSBI).
IT-II designated positions require a National Agency Check with Law and Credit (NACLC).
IT-III positions associated with MDA are found only at contractor's facilities. See below for requirement.

The required investigation will be completed prior to the assignment of individuals to sensitive duties associated with the position.

b. For IT-III positions at the Contractor's facility, the Contractor will forward their employee information (completed SF 85P, Questionnaire for Positions of Public Trust), and two (2) DD Forms 258 (Fingerprint cards) either electronically or on magnetic media to: Organizational Security Division (MDS/SISO); ATTN: Personnel Security, 7100 Defense Pentagon, Washington, DC 20301-7100.

c. MDA retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status, whose actions, while assigned to this contract, clearly conflict with the interests of the Government. The reason for removal will be fully documented in writing by the Contracting Officer. When and if such removal occurs, the Contractor will within 30 working days assign qualified personnel to any vacancy(ies) thus created.

H-27 CONTRACTOR ACCESS TO PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA (JAN 2003)

a. In order to perform the requirements of this contract, the Contractor shall be required to receive, review, analyze, and prepare (hereinafter shall be referred to as "process") reports/data which contain Government Planning, Programming, and Budgeting System (PPBS) data. However, the Missile Defense Agency (MDA) is authorized to release ballistic missile defense-related PPBS data to the Contractor only after:

(1) The MDA obtains written authorization from the Office of the Secretary of Defense (OSD) to release the data to the Contractor; and

(2) Compliance with the provisions of this clause have been met.

b. The Prime Contractor shall provide the following information to the Contracting Officer within fifteen (15) days from the date of this contract:

(1) Affiliates (parent company, subsidiaries, joint ventures, and partnerships, etc.):

(a) Company's name and complete address;
(b) Affiliation; and
(c) Nature of the company's business.

(2) Agents, consultants, and subcontractors related to this contract:

(a) Company's name and complete address;
(b) Relationship; and
(c) Nature of the company's business.

The Contracting Officer shall be notified immediately in writing in the event of any changes in b (1) and (2) above throughout the lifetime of this contract. With regard to competing on future MDA procurements, the Contractor must abide by the organizational conflict of interest provisions of this contract.

c. Ballistic missile defense-related PPBS data is defined as: Current or future Planning, Programming, and Budgeting System (PPBS) data regarding any activity relating to the ballistic missile defense program or any of its projects regardless of the funding source or date of the document. Planning data defines the national military strategy; integrates the military forces necessary to accomplish that strategy; prioritizes the resources for effectively accomplishing the mission; and provides decision options. Programming data reflect the systematic analysis of missions and objectives to be achieved, alternative methods, and effective allocation of limited resources. Budgeting data are detailed financial estimates of the ballistic missile defense program or any of its related projects.

d. The following list of documents (which is exemplary but not all inclusive) obtained from DoD Directive 7045.14 are considered PPBS documents:

(1) PLANNING
Defense Planning

(2) PROGRAMMING

(a) Fiscal Guidance (when separate from Defense Planning Guidance)
(b) Program Objective Memoranda (POM)
(c) POM Defense Program (formerly FYDP) documents (POM Defense Program, Procurement & RDT&E Annexes)
(d) Program Review Proposals
(e) Issue Papers (e.g., Major Issue Papers, Tier II Issue Papers Cover Briefs)
(f) Proposed Military Department Program Reductions (or Program Offsets)
(g) Tentative Issue Decision Memoranda
(h) Program Decision Memoranda

(3) BUDGETING

(a) Defense Program (formerly FYDP) documents for September Budget Estimate Submission (BES) & President's BES including Procurement (P-1), RDT&E (R-1), & Construction (C-1) Program Annexes
(b) Classified P-1, R-1, & C-1 Program Annexes
(c) Program Budget Decisions/Defense Management Review Decisions
(d) Reports Generated by the Automated Budget Review System (BRS)
(e) DD Form 1414 Base for Reprogramming
(f) DD Form 1416 Report of Programs
(g) Contract Award Reports
(h) Congressional Data Sheets
(i) Congressional Descriptive Summary

e. If a document(s) required by an OSD/MDA PPBS approved Contractor contains:

(1) Only ballistic missile defense-related PPBS information, the Contractor may be granted access to the entire document.

(2) Other Government agency information, the Contractor ONLY may be granted access to ballistic missile defense-related PPBS data extracted or derived from the document as defined in paragraph c. above.

f. The Contractor shall be responsible for informing its personnel (hereinafter includes persons employed by the Contractor as an agent, consultant, or subcontractor) of the provisions of this clause and providing original certifications of MDA (PPBS Non-disclosure Agreements [MDA Form 99] Attachment 7, Section J) to the Contracting Officer within fifteen (15) days after the effective date of this contract. An agreement shall be obtained from each of its employees involved in the performance of this contract who require access to such data. Each individual shall be required to agree to:

(1) Read and comply with the applicable provisions of this clause.

(2) Ensure ballistic missile defense-related PPBS data entrusted to them ONLY will be used in accordance with applicable DoD and MDA governing regulations, for the purpose for which it was provided, and within the scope of the SOO.

(3) Not divulge ballistic missile defense-related PPBS data (obtained directly or indirectly in the performance of this contract unless directed by the Contracting Officer) to any individual, except to Government personnel whom they know to have a need-to-know and non-Government person(s) whom they know to have MDA authorization. Even though data becomes part of the public domain, Contractor personnel are bound by the provisions of this clause not to confirm or deny questions regarding ballistic missile defense-related PPBS data. Inquiries by unauthorized persons should be referred to the COR or the Contracting Officer. (Verification of Contractor personnel authorized access to ballistic missile defense-related PPBS data can be obtained from the Contracting Officer.)

(4) Not transport (by any medium), maintain, or process ballistic missile defense-related PPBS data outside a Government facility unless the removal or preparation of such data at the facility is accomplished in accordance with a company's facility plan approved by the MDA. (Verification of MDA PPBS-approved Contractor facilities and individuals can be obtained from the Contracting Officer.)

(5) Not to accept any portion of any document which is described in paragraph d. above, unless the portion of the document contains only ballistic missile defense-related PPBS data.

(6) Notify the Contracting Officer promptly if any non-Government person(s) or company(s) requests access to ballistic missile defense-related PPBS data.

g. The non-disclosure agreements shall be reviewed and approval granted by the Contracting Officer based on the individual's need-to-know.

h. The Contractor shall be responsible for immediately notifying the Contracting Officer in writing of any changes in its personnel with access to ballistic missile defense-related PPBS data, e.g., departures, new employees, or employees who no longer need access to such data under this contract, etc.

i. Contractor personnel who have been granted access to ballistic missile defense-related PPBS data shall process, when possible, such data in Government work spaces using equipment furnished by the Government. However, if a Contractor anticipates processing ballistic missile defense-related PPBS data in a Government facility on Contractor-owned equipment, prior written approval from the Contracting Officer must be obtained. The Contractor's request (letter) should describe the equipment being used and a brief justification. After approval by the Contracting Officer, the request must be endorsed by the appropriate MDA office before bringing the equipment into the facility:

(1) Information Technology Office (ION) - all IT equipment.

(2) Facilities, Management and Support Services Directorate (RMS) - all other equipment, e.g., telefax and reproduction machines, tables, chairs, mobile and permanent white boards, etc.

j. Processing ballistic missile defense-related PPBS data at the Contractor's facility shall be performed only when absolutely essential and processing in Government work spaces is impractical. Prior to the processing of any such data outside of a Government facility or removal of ballistic missile defense-related PPBS data from a Government facility, the Contractor shall submit a written plan to the Contracting Officer outlining the procedures for maintaining such data at its facility. The Contractor shall submit its own plan or a plan which meets the general requirements identified in MDA Directive 7045 "Contractor Access to Planning, Programming, and Budgeting System (PPBS) Data." The plan shall be approved in writing by the Contracting Officer prior to removal of any ballistic missile defense -related PPBS data from a Government facility or the processing of any such data in the Contractor's facility. A Contractor may submit a separate plan for each of its facilities that need to maintain such data or one plan as long as any differences between the procedures followed at each facility are clearly distinguishable in the plan. If an agent, consultant, or subcontractor requires the processing of ballistic missile defense-related PPBS data at its facility(s), they also must submit a separate facility plan through the prime Contractor for approval by the Contracting Officer. NOTE: A plan is not required for Contractor personnel who have been given access to ballistic missile defense-related PPBS data to transport, process, or maintain such data at a Government or a MDA PPBS-approved Contractor facility. (Verification of MDA-approved Contractor facilities and authorized personnel can be obtained from the Contracting Officer.)

k. If the Contractor is not required to process ballistic missile defense -related PPBS data at its facility(s), the Contractor shall inventory all Government documents in its possession and destroy or return all DoD-generated PPBS and ballistic missile defense-related PPBS data/documents to the Contracting Officer. If the requirement to process such data at the Contractor's facility(s) changes in the future, compliance with paragraph j. above shall be required.

l. The Contractor shall be responsible for ensuring that persons in their employment that have been granted access to ballistic missile defense-related PPBS data understand the consequences of divulging such data. Revealing ballistic missile defense-related PPBS data to unauthorized persons may provide other companies with an unfair advantage in future competitions or jeopardize national security interests. Violations by individuals or companies may result in contractual actions or criminal prosecution.

m. In the event the Contractor or any of its employees, agents, subcontractor employees, or consultants fail to comply with the provisions of this clause, such non-compliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the contract for default and/or resort to such other rights and remedies as provided for under this contract or under Federal laws. Non-compliance with the provisions of this clause also may adversely affect the evaluation of a Contractor's reliability in future acquisition.

H-28 PHASE-OUT

In the event a follow-on contract is awarded to other than the incumbent, the incumbent Contractor shall cooperate fully to the extent required to permit an effective, orderly, and successful transition that will maintain mission continuity. The incumbent Contractor shall furnish sufficient orientation, training, and equipment/system familiarization required by any follow-on Contractor. This may include a collective daily discussion between the incumbent Contractor, follow-on Contractor, and the Government on the status of the phase-out/phase-in. All intellectual property for which the Government has unlimited rights or other rights and all documentation relating to this intellectual property, as well as all official files, manuals, charts, records, drawings, and other official documentation which are the property of the Government shall remain on location for use by the Government or follow-on Contractor at the time of contract expiration, termination, or during any period of suspension of this contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.207-5	Option To Purchase Equipment	FEB 1995
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate III	OCT 1997
52.216-10	Incentive Fee	MAR 1997
52.216-11	Cost Contract--No Fee	APR 1984
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001

52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-48	Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain ADP, Scientific and Medical, and/or Office and Business Equipment - Contractor Certification	AUG 1996
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.225-16	Sanctioned European Union Country Services	FEB 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent Alternate I	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.232-36	Payment by Third Party	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-12	Report of Shipment (REPSHIP)	JUN 2003
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-5	Changes and Changed Conditions	APR 1984

52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JUN 2003
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	APR 2003
52.247-67	Submission Of Commercial Transportation Bills To The General Services Administration For Audit	JUN 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.251-2	Interagency Fleet Management System (IFMS) Vehicles And Related Services	JAN 1991
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7011	Restriction on Acquisition of Supercomputers	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001

252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7020	Rights In Data--Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7003	Capture and Detention	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.235-7003	Frequency Authorization	DEC 1991
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.239-7000	Protection Against Compromising Emanations	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.242-7005	Cost/Schedule Status Report	MAR 1998
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.251-7001	Use Of Interagency Fleet Management System (IFMS) Vehicles And Related Services	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of MDA/CT and shall not be binding until so approved.

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert “30th”) day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 21 November 2005 through January 31, 2008, or January 30, 2009 if option 1 is exercised, or January 31, 2010 if option 2 is exercised, or January 31, 2011 if option 3 is exercised, or January 30, 2012 if the first award term is exercised, or January 31, 2013 if the first option of award term 1 is exercised, or January 31, 2014 if the second option of award term 1 is exercised, or January 31, 2015 if the second award term is exercised, or November 21, 2015 if the first option of award term 2 is exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $5,000.00 (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of $100,000,000.00 (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of $200,000,000.00 (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple

destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 January, 2009, or 31 January, 2010 if option 1 is exercised, or 31 January, 2011 if option 2 is exercised, or 31 January, 2012 if option 3 is exercised, or 31 January, 2013 if the first award term is exercised, or 31 January, 2014 if the first option of award term 1 is exercised, or November 30, 2015 if the second option of award term 1 is exercised, or 31 January, 2016 if the second award term is exercised, or 23 January, 2017 if the first option of award term 2 is exercised.

(End of clause)

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 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 15 calendar days (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 calendar days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months.
(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed $10,000 per year or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall

diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within __10__ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases “contract price” and “cost” wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

_____

_____

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any
subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

_____

_____

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JAN 2004)

(a) Definitions. As used in this clause--

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/uid.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition--

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of
issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/uid.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All items for which the Government's unit acquisition cost is $5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than $5,000:

Contract Line, Subline, orExhibit Line Item Number

Item Description

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number or Contract Data Requirements List Item Number .

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at http://www.acq.osd.mil/uid; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.*

(2) Unique identifier**, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Quantity shipped.*

(9) Unit of measure.*

(10) Government's unit acquisition cost.*

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number.*

(16) Acceptance code.

* Once per contract line, subline, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at http://www.acq.osd.mil.uid.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [Contracting Officer to insert applicable information cited in 225.7401].

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) ALTERNATE III (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachment 1 – Statement of Objectives
Attachment 2 – Contract Data Requirements List (CDRL)
Attachment 3 – Labor Category Descriptions
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Attachment 8 – Reserved
Attachment 9 – Compliance Documents
Attachment 10 – Labor rates (Incorporated by reference)
Attachment 11 – Subcontracting Plan (Incorporated by reference)
Attachment 12 – OCI Plan (Incorporated by reference)
Attachment 13 – C-SOW