AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING: DX-A2

PAGE 1 OF PAGES 52

2. CONTRACT (Proc. Inst. Ident.) NO.
DASG60-02-D-0006-P00028

3. EFFECTIVE DATE
17 Dec 2001

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
PRPDR02-01

5. ISSUED BY CODE W31RPD
US ARMY SPACE AND MISSILE DEFENSE COMMAN
[redacted]
PO BOX 1500
HUNTSVILLE AL 35807-3801

6. ADMINISTERED BY (If other than Item 5) CODE S0514A
DCMA SAN DIEGO
7675 DAGGET STREET
[redacted]
SAN DIEGO CA 92111-2241

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)
SCIENCE APPLICATIONS INTERNATIONAL CORPO
10260 CAMPUS POINT DR
SAN DIEGO CA 92121-1522

CODE 52302 FACILITY CODE

8. DELIVERY
[ ] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM **Block 12**

11. SHIP TO/MARK FOR CODE

See Schedule

12. PAYMENT WILL BE MADE BY CODE HQ0339
DFAS-COLUMBUS CENTER
DFAS-CO/WEST ENTITLEMENT OPERATION
P.O. BOX 182381
COLUMBUS OH 43218-2381

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

14. ACCOUNTING AND APPROPRIATION DATA

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE				

15G. TOTAL AMOUNT OF CONTRACT $0.00

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				**PART II - CONTRACT CLAUSES**	
X	A	SOLICITATION/ CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/ COSTS				**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**	
	C	DESCRIPTION/ SPECS./ WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				**PART IV - REPRESENTATIONS AND INSTRUCTIONS**	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE					
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number DASG60-01-R-0006-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME AND TITLE OF CONTRACTING OFFICER
[redacted]

19B. NAME OF CONTRACTOR
BY _____
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA
[redacted]
BY _____
(Signature of Contracting Officer)

20C. DATE SIGNED
17-Dec-2001

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		[redacted]	[redacted]	[redacted]	[redacted]

BASIC CONTRACT PERIOD

CPFF

WARFIGHTER ANALYSIS AND INTEGRATION

Statement of Work SW-BL-08-01, titled "Warfighter Analysis and Integration," as set forth in Section C hereof, and as further set forth in Task Orders issued hereunder.

FOB: Destination

PURCHASE REQUEST NUMBER: PRPDR02-01

MAX COST	[redacted]
FIXED FEE	[redacted]
TOTAL MAX COST + FEE	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		[redacted]	[redacted]		[redacted]

BASIC CONTRACT PERIOD

CPFF

CONTRACT DATA REQUIREMENTS

Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, incorporated herein and attached as set forth in Section J hereof.

FOB: Destination

PURCHASE REQUEST NUMBER: PRPDR02-01

MAX COST	[redacted]
FIXED FEE	[redacted]
TOTAL MAX COST + FEE	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		[redacted]	[redacted]	[redacted]	[redacted]

WARFIGHTER ANALYSIS AND INTEGRATION

CPFF

Statement of Work SW-BL-08-01, titled "Warfighter Analysis and Integration," as set forth in Section C hereof, and as further set forth in Task Orders issued hereunder.

FOB: Destination

MAX COST	[redacted]
FIXED FEE	[redacted]
TOTAL MAX COST + FEE	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		[redacted]	[redacted]		[redacted]

CONTRACT DATA REQUIREMENTS

CPFF

Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, incorporated herein and attached as set forth in Section J hereof.

FOB: Destination

MAX COST	[redacted]
FIXED FEE	[redacted]
TOTAL MAX COST + FEE	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		[redacted]		[redacted]	[redacted]

AWARD TERM PERIOD 2

CPFF

WARFIGHTER ANALYSIS AND INTEGRATION

Statement of Work SW-BL-08-01, titled "Warfighter Analysis and Integration," as set forth in Section C hereof, and as further set forth in Task Orders issued hereunder.

FOB: Destination

MAX COST	[redacted]
FIXED FEE	[redacted]
TOTAL MAX COST + FEE	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		[redacted]		[redacted]	[redacted]

AWARD TERM PERIOD 2

CPFF

CONTRACT DATA REQUIREMENTS

Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, incorporated herein and attached as set forth in Section J hereof.

FOB: Destination

MAX COST	[redacted]
FIXED FEE	[redacted]
TOTAL MAX COST + FEE	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION		[redacted]	[redacted]	[redacted]	[redacted]

AWARD TERM PERIOD 3

CPFF

WARFIGHTER ANALYSIS AND INTEGRATION

Statement of Work SW-BL-08-01, titled "Warfighter Analysis and Integration," as set forth in Section C hereof, and as further set forth in Task Orders issued hereunder.

FOB: Destination

MAX COST	[redacted]
FIXED FEE	[redacted]
TOTAL MAX COST + FEE	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION		[redacted]	[redacted]		[redacted]

AWARD TERM PERIOD 3

CPFF

CONTRACT DATA REQUIREMENTS

Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, incorporated herein and attached as set forth in Section J hereof.

FOB: Destination

MAX COST	[redacted]
FIXED FEE	[redacted]
TOTAL MAX COST + FEE	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION		[redacted]	[redacted]	[redacted]	[redacted]

AWARD TERM PERIOD 4

CPFF

WARFIGHTER ANALYSIS AND INTEGRATION

Statement of Work SW-BL-08-01, titled "Warfighter Analysis and Integration," as set forth in Section C hereof, and as further set forth in Task Orders issued hereunder.

FOB: Destination

MAX COST	[redacted]
FIXED FEE	[redacted]
TOTAL MAX COST + FEE	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION		[redacted]	[redacted]		[redacted]

AWARD TERM PERIOD 4

CPFF

CONTRACT DATA REQUIREMENTS

Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, incorporated herein and attached as set forth in Section J hereof.

FOB: Destination

MAX COST	[redacted]
FIXED FEE	[redacted]
TOTAL MAX COST + FEE	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011 OPTION	AWARD TERM PERIOD 5 CPFF WARFIGHTER ANALYSIS AND INTEGRATION Statement of Work SW-BL-08-01, titled "Warfighter Analysis and Integration," as set forth in Section C hereof, and as further set forth in Task Orders issued hereunder. FOB: Destination	[redacted]	[redacted]	[redacted]	[redacted]

MAX COST	[redacted]
FIXED FEE	[redacted]
TOTAL MAX COST + FEE	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012 OPTION	AWARD TERM PERIOD 5 CPFF CONTRACT DATA REQUIREMENTS Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, incorporated herein and attached as set forth in Section J hereof. FOB: Destination	[redacted]	[redacted]		[redacted]

MAX COST	[redacted]
FIXED FEE	[redacted]
TOTAL MAX COST + FEE	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013 OPTION		[redacted]	[redacted]	[redacted]	[redacted]

AWARD TERM PERIOD 6

CPFF

WARFIGHTER ANALYSIS AND INTEGRATION

Statement of Work SW-BL-08-01, titled "Warfighter Analysis and Integration," as set forth in Section C hereof, and as further set forth in Task Orders issued hereunder.

FOB: Destination

MAX COST	[redacted]
FIXED FEE	[redacted]
TOTAL MAX COST + FEE	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014 OPTION		[redacted]	[redacted]		[redacted]

AWARD TERM PERIOD 6

CPFF

CONTRACT DATA REQUIREMENTS

Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, incorporated herein and attached as set forth in Section J hereof.

FOB: Destination

MAX COST	[redacted]
FIXED FEE	[redacted]
TOTAL MAX COST + FEE	$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015		[redacted]	[redacted]	[redacted]	[redacted]
	MENTOR PROTEGE PROGRAM COST Mentoring in accordance with the Mentor Protege Program Guidelines set forth in Section C hereof and as further set forth in Task Orders issued hereunder. Task Orders issued on a cost-reimbursement (no fee) basis.				
				MAX COST	$0.00

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	[redacted]	[redacted]	[redacted]	[redacted]
0003				
0005				
0007				
0009				
0011				
0013				
0015				

CLAUSES INCORPORATED BY FULL TEXT

LEVEL OF EFFORT FOR TASK ORDERS

a. In the performance of Task Orders, issued pursuant to the clause in Section H hereof titled TASK ORDERING PROCEDURE, the contractor shall provide the total engineering and support direct productive person hours (DPPH) as specified in each task order within the time period as set forth in the Order. DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

b. The fixed fee of each Task Order is based upon the furnishing of the specified level of effort. In the event that the contractor expends no less than [redacted] nor no more than [redacted] of the specified level of effort in performance of the Order, the fixed fee of the Task Order shall not be adjusted under this clause.

c. In the event that the contractor expends less than [redacted] of specified level of effort of the Task Order, the fixed fee shall be reduced in proportion to the ratio of the DPPH actually provided to [redacted] of the specified DPPH; i.e.,

DPPH actually provided				
[redacted] **specified DPPH**	**x**	**specified fixed fee**	**=**	**adjusted fixed fee**

d. The contractor is not authorized to exceed [redacted] of the specified level of effort unless a contract modification is issued by the Contracting Officer.

e. Nothing in this clause shall be construed to constitute authorization for effort not in accordance with the "Limitation of Cost" of "Limitation of Funds" contract clauses.

f. In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to (1) certification by the contractor to the Contracting Officer that he has exerted **no less than [redacted] of specified** DPPH level of effort as stated in each Order and has provided the reports called for, and (2) the task performed and the reports provided are considered satisfactory by the Government.

MENTOR-PROTEGE PROGRAM

GUIDELINES

1.0 Developmental Assistance

The mentor-protege agreement may provide for the mentor firm to furnish any or all of the following types of developmental assistance:

(1) Assistance by mentor firm personnel in—

(i) General business management, including organizational management, financial management, and personnel management, marketing, business development, and overall business planning;

(ii) Engineering and technical matters such as production inventory control and quality assurance; and

(iii) Any other assistance designed to develop the capabilities of the protege firm under the developmental program.

(2) Award of subcontracts under DoD contracts or other contracts on a noncompetitive basis.

(3) Payment of progress payments for the performance of subcontracts by a protege firm in amounts as provided for in the subcontract; but in no event may any such progress payment exceed [redacted] of the costs incurred by the protege firm for the performance of the subcontract. Provision of progress payments by a mentor firm to a protege firm at a rate other than the customary rate for the firm must be implemented in accordance with FAR 32.504(c).

(4) Advance payments under such subcontracts. The mentor firm must administer advance payments in accordance with FAR Subpart 32.4.

(5) Loans.

(6) Investment(s) in the protege firm in exchange for an ownership interest in the protege firm, not to exceed [redacted] of the total ownership interest. Investments may include, but are not limited to, cash, stock, and contributions in kind.

(7) Assistance that the mentor firm obtains for the protege firm from one or more of the following:

(i) Small Business Development Centers established pursuant to Section 21 of the Small Business Act (15 U.S.C. 648).

(ii) Entities providing procurement technical assistance pursuant to 10 U.S.C. Chapter 142 (Procurement Technical Assistance Centers).

(iii) Historically Black colleges and universities.

(iv) Minority institutions of higher education.

2.0 Reporting Requirements

2.1 Reporting Requirements Applicable to SF294/SF295 Reports.

(a) Amounts credited toward applicable subcontracting goal(s) for unreimbursed costs under the Program must be separately identified on the appropriate SF294/SF295 reports from the amounts credited toward the goal(s) resulting from the award of actual subcontracts to protege firms. The combination of the two must equal the mentor firm's overall accomplishment toward the applicable goal(s).

(b) A mentor firm may receive credit toward the attainment of an SDB subcontracting goal for each subcontract awarded by the mentor firm to an entity that qualifies as a protege firm pursuant to I-101.3 or I-101.5.

(c) For purposes of calculating any incentives to be paid to a mentor firm for exceeding an SDB subcontracting goal pursuant to the clause at FAR 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting, incentives will be paid only if an SDB subcontracting goal has been exceeded as a result of actual subcontract awards to SDBs (i.e., excluding credit).

2.2 Program Specific Reporting Requirements.

(a) Mentors must report on the progress made under active mentor-protege agreements semiannually for the periods ending March 31st and September 30th throughout the Program participation term of the agreement. The September 30th report must address the entire fiscal year.

(b) Reports are due 30 days after the close of each reporting period.

(c) Each report must include the following data on performance under the mentor-protege agreement:

(1) Dollars obligated (for reimbursable agreements).

(2) Expenditures.

(3) Dollars credited, if any, toward applicable subcontracting goals as a result of developmental assistance provided to the protege and a copy of the SF294 and/or SF295 for each contract where developmental assistance was credited.

(4) The number and dollar value of subcontracts awarded to the protege firm.

(5) Description of developmental assistance provided, including milestones achieved.

(6) Impact of the agreement in terms of capabilities enhanced, certifications received, and/or technology transferred.

(d) A recommended reporting format and guidance for its submission are available at: www.acq.osd.mil/sadbu/mentor_protege.

(e) The protege must provide data, annually by October 31st, on the progress made during the prior fiscal year by the protege in employment, revenues, and participation in DoD contracts during—

(1) Each fiscal year of the Program participation term; and

(2) Each of the 2 fiscal years following the expiration of the Program participation term.

(f) The protege report required by paragraph (e) of this section may be provided as part of the mentor report for the period ending September 30th required by paragraph (a) of this section.

(g) Progress reports must be submitted—

(1) For credit agreements, to the cognizant Component Director, SADBU, that approved the agreement, and the mentor's cognizant DCMA administrative contracting officer; and

(2) For reimbursable agreements, to the cognizant Component Director, SADBU, the contracting officer, the DCMA administrative contracting officer, and the program manager.

FORWARD PRICING

FORWARD PRICING RATE SCHEDULE. Task orders issued hereunder shall be priced in accordance with predetermined rate agreements incorporated herein and incorporated by reference as set forth in Part J hereof.

Section C - Descriptions and Specifications

STATEMENT OF WORK
STATEMENT OF WORK SW-BL-08-01

WARFIGHTER ANALYSIS AND INTEGRATION

1.0 INTRODUCTION

1.1 BACKGROUND

The Warfighter Analysis and Integration (WAI) Program is a multi-faceted program which provides the Army, other services, and DOD an advanced capability for analysis and integration of defense issues. These defense issues include investigation of battlefield and battle space systems and technologies, impact of changes to force structures, analysis of training, tactics, procedures, and hardware-software.

1.2 PROGRAM DESCRIPTION

DOD thrusts towards assessing the operational effectiveness of new technologies have increased impetus on the utilization of advanced simulation technologies as well as innovative analysis and integration techniques. The need has emerged to synthesize multiple system simulations that can be used to interactively define, develop, evaluate and validate operational needs, concepts and designs in an extensive combined arms, distributed simulation environment. This generic capability is to be embodied in the Distributed Defense Simulation System, with the goal of providing a medium for gaining a new level of "early system knowledge." The Warfighter Analysis and Integration program will develop critical technologies to provide the essential functions of the envisioned Warfighter battlefield/battle space process-target sensing, intelligence and sensor information and database fusion, command and control, target execution and damage assessment. To support this development, the Warfighter Analysis and Integration program will utilize tools based upon traditional simulation and statistical modeling while incorporating the insight of man-in-the-loop simulation. The Warfighter Analysis and Integration program will aggregate geographically dispersed extant and to-be-developed simulation components and architectures. Using distributed simulation, the program will acquire the "early system knowledge" essential to understand potential threats, the concepts of operations to meet the threats, the technologies, design and performance to meet the requirements, the manufacturing process to produce the design, the logistics and manpower to support the operational concept, and the architectures to interface with other systems. Distributed simulation will provide the program with unique leverage for characterizing the environment of fewer new fielded systems, large-scale joint force operations within non-linear/highly mobile battlefields, and timely, interoperable systems with vastly increased information flow.

This program will develop distributed-network emulation of the Warfighter Analysis and Integration process to accomplish the following: provide future decision makers and operators the means for realistically evaluating the effectiveness of new and existing sensor systems, C3I systems, weapons systems, intelligence and sensor information fusion processes, target execution elements and command/control processes, all within a simulated virtual environment. The existing DOD distributed simulation protocol set and sensor-modeling techniques will be enhanced to provide behavioral fidelity- discernible from actual hardware sensors reacting to the actual physical environment. Use of distributed simulation to evaluate potential concepts for the program will require an extremely sophisticated behavioral representation of the data collection (sensing) architecture of the Blue Force, as well as cogent modeling of the Red Force countermeasures.

2.0 SCOPE

The Warfighter Analysis and Integration contractor will be responsible for simulation design, simulation engineering, simulation implementation, simulation integration and maintenance of the WAI capability. The contractor shall also be responsible for parametric modeling; data collection, reduction and first level analysis; and design, engineering and integration of simulations and modeling to support evaluation of potential threats, doctrine

and requirements, technologies, designs and performance, manufacturing processes, logistics and manpower, and defense system interface architectures. The spectrum of conflict in the simulations may range from peacetime readiness to full-scale warfare, and the scenarios may range from conflict in Central Europe to any number of Third World countries. The simulation must integrate discrete models, other simulations, mission-critical computer resources and representative hardware elements of existing and emerging weapon systems, aircraft, missiles, national and theater sensor, planning/fusion capabilities, command, control, and communications and the associated doctrine, both U.S. and foreign. Within this context, beyond building the simulations, the contractor shall assist in planning, preparing, operating and documenting major simulation and war game demonstrations, while supporting the development of evaluation criteria, measures of effectiveness, system/mission effectiveness criteria, and system cost assessments for these demonstrations. The contractor shall create and use a variety of modeling and simulation tools in performing these functions, including advanced networking, communications, computing, graphics, software, mathematical, data collection, decision aiding and management process technologies.

3.0 TASKS

3.1 GENERAL

The contractor shall provide analysis and integration, engineering, modeling and support in the following areas: design, development, testing, demonstrations and exercises, and operations and maintenance of simulation and operational systems as directed. Pursuant to FAR 52.245-5, all hardware designed, developed, or acquired under this contract shall become property of the Government and shall be delivered to the Government as required by the Contracting Officer. All software first produced, created, or generated under this contract shall be delivered to the Government with the document source code and object code. The contractor effort may be performed at geographically dispersed sites.

The design, development, integration, testing, documentation, and delivery of all software provided under this contract shall be in accordance with the contractor format, Government-approved Software Development Plan (SDP) as directed. The SDP shall also address Joint Technical Architecture compliance for all Army tasks. The use of commercial software engineering practices and standards is also strongly encouraged.

Contractor performance on each task will be measured based on the following factors: adherence to the task schedule, adherence to expected cost estimates, and quality factors. The schedule, expected cost, and quality factors will be defined for each task. CDRL (A004, A006, A007)

3.1.1 Modeling Tools

The contractor shall provide (define, develop, and/or acquire, maintain and /or operate and document results from) statistical, stochastic and deterministic computer analysis tools for quantitative and qualitative modeling of DoD systems. These models shall include tools for evaluation of design, operation, performance, effectiveness, manpower, logistics, supportability, manufacturability, reliability, programmatics and cost. These tools shall be used for design and evaluation tradeoffs of manned and unmanned air and surface vehicles (e.g., aircraft, armor and ships); cruise missiles; air and surface weapon systems; command and control systems; sensor systems; communication systems; intelligence fusion, correlation and dissemination systems; automated planning systems; space systems; the subsystem components of these systems; and/or the architecture within which each of these systems resides and operates.

3.1.2 System Modeling, Analysis, and Integration

The contractor shall provide modeling and integration of existing, emerging and conceptual DoD systems. These systems may consist of manned and unmanned air and surface vehicles (e.g., aircraft, armor and ships); cruise missiles; air and surface weapon systems; command and control systems; sensor systems; communication systems; intelligence collection, fusion, correlation and dissemination systems; automated planning systems; and space systems. System modeling shall provide the fidelity requisite for behavioral and functional replication of the modeled artifact; specifically, user interfaces (such as air vehicle cockpits, displays and out-the-window views) shall capitalize on theatrical and subliminal cueing vice “first principle physics” manifestations and functionality. The contractor

system modeling capability shall provide for rapid prototyping and integration for new system concepts from the component level through the fully operational artifact.

3.1.3 Defense System Hardware and Software Integration

The contractor shall provide defense system hardware integration of mission-critical computer resources, hardware elements, and hardware – software interfaces for existing and emerging DoD systems. The hardware systems to be integrated may be operational end products or lower level constituent elements representative of manned and unmanned air and surface vehicles (e.g., aircraft, armor and ships); cruise missiles; air and surface weapon systems; command and control systems; sensor systems; communication systems; intelligence collection, fusion, correlation and dissemination systems; automated planning systems; and space systems.

3.1.4 Planning Technology Integration

The contractor shall integrate advanced planning technology to support simulation for advanced air vehicle man-machine interfaces, command and control, intelligence correlation and fusion, tactical information management and display, automated planning and program management tool sets. The contractor shall provide for hardware and software interfacing and integration of multiple source real-time intelligence data in the decision aiding systems.

3.1.5 Data Collection and Synthesis

The contractor shall provide data collection, analysis, and synthesis for the capture, evaluation, reporting, reverse engineering, element performance, system performance of high fidelity data sets, and evaluation and performance assessment or other data support. Analysis shall provide data visualization and correlation for real-time and post-event processing. The contractor shall conduct data collection exercises, experiments, and demonstrations, and analysis for creation of data sets describing operator activity under prescribed conditions for appropriate defense systems and simulations. Application of both conventional and advanced data processing, including relevant measures-of-effectiveness, measures-of-cost, and comparative performance will be provided as well as adaptive processing for sensors and other battlefield/battlespace operational systems.

3.2 SPECIFIC TASKS

3.2.1 Space Applications Technology

The contractor shall provide analysis of emerging space technologies that may lead to new warfighter capabilities. Proposed tasks will include investigating passive sensor technologies capable of improving measurement resolution from space platforms, performing quantitative analysis of the most promising passive sensor constructs, and quantifying warfighter utility as a function of acoustic-optic hyperspectral imager performance or equivalent technology. Analysis and studies of variations in the number of hyperspectral bands, wavelengths, polarization states and dwell times for optimizing performance conditions may be assigned.

3.2.2 Modeling and Simulation Assessment and Support

The contractor shall provide assessment of modeling and simulation technologies for integration and use by the DoD in support of joint and individual service studies and programs.

3.2.3 Architecture Development, Testing, and Standards Concepts

The contractor shall develop plans, designs, software, and technology concepts for the development, testing, and standards compliance of simulation architectures, including run-time infrastructures and confederations of existing systems. Sub-tasks may include exercise or experiment planning, participation, and integration with similar and complimentary architectures as well as conversion of legacy systems to standards compliance systems.

3.2.4 Information Systems and Technology Support

The contractor shall develop architectures and domain specific integration frameworks for battlefield awareness, including the relationships between intelligence processes, command and control, and logistics. The contractor will develop specifications for functional components required to support synthesis of information services

and capabilities that result from Information Technology and systems research of appropriate governmental programs and agencies. Software technology will be developed by the contractor to assist in the automation of time-critical planning and execution of military operations, to demonstrate advanced distributed agent architectures, which have the potential to revolutionize planning, execution, monitoring, and re-planning of force deployment, logistics, and operational support. Information assurance and survivability systems will be developed to reduce vulnerabilities and aid in the defense of mission critical information systems. Defensive measures will also be investigated and developed which would assist in the design of intrusion resilient and intrusion tolerant systems. The contractor will also create science-based metrics, methodologies, and tools for the implementation of assurance in information system design and assessment modeling. Mathematically accurate techniques for modeling and analyzing software agent behaviors, agent design methods, the agent creation tools will be developed, tested and implemented.

3.3 MANAGEMENT TASKS

3.3.1 Program Management

The contractor shall provide program management support for management planning, scheduling, costing, customer coordination, and technical performance for tasks related to this contract effort. The contractor shall integrate security considerations in accordance with the contract applicable DD-254 into all contract activities. CDRL (A001, A002, A003)

3.3.2 Management of Government Furnished Equipment

The contractor shall maintain and account for all Government furnished equipment under this contract. Upon Government direction, the contractor will take steps required to transfer GFE to another contractor or Government facility as designated by the Government.

3.3.3 Program Documentation

The contractor shall provide multi-media presentation aids and related database, written, photographic and/or video documentation for task reviews, exercises and demonstrations as required by task sponsors. Documentation shall include correspondence and memoranda, as well as technical reports and documentation up to the Top Secret- Sensitive Compartmented Information (SCI) security classification level. CDRL (A005, A008, A009)

3.3.4 Technical Interchange Review

Technical interchange reviews shall be conducted as directed by the Government. These meetings will provide for review of key milestones, performance goals and costs, including but not limited to functional demonstration, system design, demonstration plans, request for intelligence requirements, demonstration results and such other items that the Government requires. These meetings will provide for a technical interchange between the Contractor Program Manager, the Contractor Task Principal Investigators, the Government Program Manager, the Government Contracting Officer's Technical Representative (COTR), associated contractors, and other Government participants.

3.3.5 Quarterly In-Process Review (IPR)

The contractor shall host a quarterly IPR to review the status of all contract tasks, including schedules, deliverables, and funds expenditures. CDRL (A00A)

3.3.6 Configuration Management

The contractor shall provide for configuration control of the program goals, requirements, functional system specifications, and procedures as well as hardware, software, databases, network, and all associated interfaces, as required by individual task sponsors. This includes software and databases developed at the contractor's primary work site as well as other geographically dispersed locations. The contractor shall maintain a database on technical interchange notices and shall maintain a system that controls, tracks, and files system implementation and change reports, as required.

3.3.7 Reports and Data Deliverables

The contractor shall deliver all reports and data in accordance with the requirements set forth herein and in Section C of Orders issued. The contractor shall deliver all data items specified in the Contract Data Requirements List (CDRL), Exhibit A, DD Form 1423. The CDRL identifies each data item, the frequency of submission, and other information pertaining to data deliverables. This CDRL is intended as a guideline for task sponsors to develop specific deliverables for individual tasks. It is not intended to be comprehensive enough to cover all deliverable requirements; therefore task sponsors are encouraged to tailor their deliverables by using the CDRL or adding more specific requirements.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 17-DEC-2001 TO 16-DEC-2004	N/A	N/A FOB: Destination	
0002	POP 17-DEC-2001 TO 16-DEC-2004	N/A	N/A FOB: Destination	
0003	POP 17-DEC-2004 TO 16-DEC-2008	N/A	N/A FOB: Destination	
0004	POP 17-DEC-2004 TO 16-DEC-2008	N/A	N/A FOB: Destination	
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	POP 17-DEC-2008 TO 16-DEC-2010	N/A	N/A FOB: Destination	
0008	POP 17-DEC-2008 TO 16-DEC-2010	N/A	N/A FOB: Destination	
0009	POP 17-DEC-2010 TO 16-DEC-2012	N/A	N/A FOB: Destination	
0010	POP 17-DEC-2010 TO 16-DEC-2012	N/A	N/A FOB: Destination	
0011	POP 17-DEC-2012 TO 16-DEC-2014	N/A	N/A FOB: Destination	
0012	POP 17-DEC-2012 TO 16-DEC-2014	N/A	N/A FOB: Destination	
0013	POP 17-DEC-2014 TO 16-DEC-2016	N/A	N/A FOB: Destination	
0014	POP 17-DEC-2014 TO 16-DEC-2016	N/A	N/A FOB: Destination	
0015	N/A	N/A	N/A	N/A

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

CLAUSES INCORPORATED BY FULL TEXT

52.247-55 F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (APR 1984)

(a) Unless otherwise specified in this solicitation, any Government property furnished to the Contractor for use within the United States (excluding Alaska and Hawaii) or Canada will be delivered by the Government at a point to be specified by the Contractor in the offer. Should the Government elect to make delivery by railroad, the f.o.b. point shall be private siding, Contractor's plant. If the Contractor's plant is not served by rail, the f.o.b. point shall be railroad cars in the same or nearest city having rail service. All line-haul transportation costs to the specified destination shall be borne by the Government. The Government may choose the mode of transportation and the carriers.

(b) If the destination of such Government-furnished property is a Contractor's plant located outside the 48 contiguous states, the District of Columbia or Canada, the f.o.b. point for Government delivery of Government-furnished property shall be a location in the United States (excluding Alaska and Hawaii) specified by the Contractor. If the Contractor fails to name a point, then the f.o.b. point shall be the port city in the United States nearest to the Government source of the Government-furnished property that has regular commercial water transportation services to the offshore port nearest Contractor's plant.

(c) Unless otherwise directed by the Contracting Officer or provided in the contract, the Contractor shall return all Government-furnished equipment, supplies, and property, including all property not returned in the form of acceptable end items, to the point at which the Government property was originally furnished to the Contractor under the contract. Notwithstanding the fact that the Government may have furnished the property at the Contractor's plant, the Contracting Officer may direct the Contractor to deliver the Government property being returned to, and load, block, and brace it in, railway cars in the city in which the Contractor's plant is located, or, if the Contractor's city is not served by rail service, in the nearest city having rail service. Unless otherwise specified in the contract, all property shall be packed in containers conforming with the rules of common carrier published tariffs so as to be free of penalty charges by the carrier designated for shipment by the Government.

PERIOD OF PERFORMANCE:

a. Task Orders may be issued under this contract during the timeframes set forth in the clause set forth above entitled DELIVERY INFORMATION.

b. Each Task Order issued pursuant to the clause in Section H titled TASK ORDERING PROCEDURE will specify the period of performance thereof. Any order issued during the effective period set forth and not completed within that period shall be completed by the contractor by 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 twelve (12) months after expiration of its associated Contract Line Item Number (CLIN).

DELIVERY OF DATA:

a. All data shall be delivered IAW FAR 52.247-34, F.O.B. Destination, as specified in Block 14 of DD Form 1423. The contractor shall furnish the Contracting Officer one (1) copy of the transmittal letters submitting data requirements to the Project Engineer.

b. The extent of the Government's rights in data delivered under the contract shall be governed by the contract clauses incorporated in Section I of this contract.

c. Acceptance by the Government of all items delivered hereunder shall be at destination.

d. Electronic media, including e-mail, shall be utilized to the maximum extent practical.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

G06 Contracting Activity Representatives MAR 1999

CLAUSES INCORPORATED BY FULL TEXT

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

INVOICING AND VOUCHERING:

a. When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. Submit first vouchers to the cognizant DCAA office. Final vouchers will be submitted to the ACO with a copy to DCAA.

b. Upon written notification to the contractor, DCAA may rescind the direct submission authority.

c. Should the contractor decline to submit interim vouchers directly to paying offices or if the contractor receives written notification that DCAA has rescinded the direct submission authority, public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

d. The contractor shall identify the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" on each public voucher.

e. Vouchers/Invoices shall be prepared in such a manner that only one Task Order is addressed on each. Both “current” and “cumulative” data will be provided on each voucher.

f. Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word “foreign” in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided.

g. The contractor may include in provisional vouchers fixed fee based on the percentage of level of effort hours exerted to the total level of effort hours stipulated in the Task Order, subject to the withholding reserve of the contract clause titled "Fixed Fee."

h. A copy of each voucher, together with any necessary supporting documentation, shall also be submitted to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26, concurrently with submission to the DCAA.

i. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).

CONTRACT ADMINISTRATION: Administration of this contract (except functions identified in FAR 42.302 subparagraphs (38), (40) through (47), and (49), which will be retained by the PCO) will be performed by the cognizant office as shown in Block 7, Page 1, Section A, of DD Form 1155. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

INCREMENTAL FUNDING

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: Orders issued hereunder may be incrementally funded in accordance with FAR 52.232-22, Limitation of Funds. The orders shall set forth the amount of funds estimated to be required for full performance, including fee(s); the amount of funds allotted pursuant to the Contract Clause hereof entitled, Limitations of Funds; the amount of funds obligated for fee; and the estimated period of performance covered by the funds allotted. Amounts obligated for fee are separate from and are not to be commingled with the amounts allotted for costs and are not available to the contractor to cover costs in excess of those allotted to the contract for cost

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, the U.S. Army Space and Missile Defense Command Public Affairs Officer [redacted] is responsible for processing clearance of contractor-originated material for public release. This includes forwarding the material to appropriate Department of the Army agencies for actual clearance.

b. All material to be cleared shall be sent to:

U.S. Army Space and Missile Defense Command
[redacted]
P. O. Box 1500
Huntsville, AL 35807-3801

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

a. The following terms applicable to this clause are defined as follows:

(1) Technical Document. Any recorded information that conveys scientific and technical information or technical data.

(2) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.

(3) Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

b. Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:

(1) DISTRIBUTION STATEMENT F - Further dissemination only as directed by [redacted] or higher DOD authority.

(2) WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

c. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than the statement specified above would provide adequate protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The U.S. Army Space and Missile Defense Command is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the following Project Engineer:

Name	Office Symbol	Phone Number	E-Mail
[redacted]			

b. Technical direction, as defined in this clause is the process by which the progress of the contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving contract data requirement submissions as required by DD Form 1423, approving preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to requests for research and development planning data on all matters pertaining to this contract. The contractor agrees to accept technical direction only in the form and procedure set forth herein below.

c. Except for routine discussions having no impact on contractor performance, any and all technical direction described in paragraph b. above shall only be authorized and binding on the contractor when issued in writing and signed by a Government official designated in a. above. The Technical Direction shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the Scope of Work, price, schedule, or the level of effort required by the contract. Such changes must be executed by the Contracting Officer as a Modification-Change Order, or as a Modification-Supplemental Agreement, as appropriate. It is emphasized that such changes are outside the authority of the Government officials designated in a. above who are not authorized to issue any directions which authorize the contractor to exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any Technical Directive, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.

KEY PERSONNEL:

a. The key personnel listed in paragraph b below are considered to be critical to the successful performance of this contract. Prior to replacing these key personnel, the contractor shall obtain written consent of the contracting officer. In order to obtain such consent, the contractor must provide advance notice of the proposed changes and must demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

b. Key Personnel List:

NAME POSITION

[redacted]

TASK ORDERING PROCEDURE:

a. The contractor shall incur costs under this contract only in the performance of Task Orders and revisions to Orders issued by the Contracting Officer in accordance with this procedure. No other costs are authorized without the express written consent of the Contracting Officer.

b. To order work and services under this contract, a Request for Quotation will be forwarded to the contractor identifying (1) the effort to be performed to include required deliverables, (2) the required delivery date or overall period of performance, and (3) any other pertinent information. The contractor shall submit:

(1) A detailed breakdown of the price for each order. The breakdown shall include all of the following that apply to the Task Order being priced: Labor Categories, Labor Hours, Labor Rates, Labor Overhead, Material, Material Overhead, Travel, Other Direct Cost (ODC), Subcontract, Interdivisional, G&A, Cost of Money (COM), Fee, and any others that apply to your particular organization. Special instructions for selected portions of the detailed breakdown follow:

(a) Labor Hours and Labor Categories: Provide a matrix of labor categories and labor hours proposed by contractor fiscal year. If you split up the hours between you and your subcontractors, provide a chart showing the hours proposed by you and each subcontractor by labor category by fiscal year. (All applicable labor and burden rates should be in accordance with attachment to this contract entitled FORWARD PRICING RATE SCHEDULE.)

(b) Travel & Other Direct Cost: List all other direct cost (ODC) not otherwise included in the categories described elsewhere in this proposal (e.g., computer, consultant, service, etc) and provide detailed basis for pricing. for computer cost, describe the type of computer services being priced, the number of computer hours (and the basis for these hours) and the rate per computer hour.

Number of Trips	Number of Persons	Number of Days	Per Diem Per Day	Airfare per Trip	Car Rental Per Day	Total Cost

(c) Materials: Provide a consolidated priced Bill of Material in the following format:

Item No./Name	Vendor Inv. # or Ref.	Vendor	Quantity	Unit Cost	Extended Cost	Basis of Estimate

The contractor's cost breakdown will be evaluated as to its reasonableness, as well as to determine the contractor's understanding of the project and his ability to organize and perform the required effort.

(2) If applicable, pursuant to DFARS 252.227-7013(e)(3) and 252.227-7014(e)(3), the contractor shall provide the required identification and assertions pertaining to any technical data and computer software/documentation to be furnished with restrictions.

c. Following negotiation of each individual requirement, task orders will be issued in writing via DD From 1155 by the Contracting Officer. The contractor is authorized to initiate task performance promptly upon receipt of a task order signed by the Contracting Officer.

d. The contractor shall submit to the Technical Monitor, within ten (10) days after the receipt of each task order, a contractor work plan (see CDRL A004). The contractor's work plan will be reviewed and may be considered as acceptable if comments are not furnished within ten (10) calendar days from the date of submission. If any revision becomes necessary to the schedule of performance, estimated cost, or level of effort, the contractor shall promptly submit to the Technical Monitor and the Contracting Officer a revised Work Plan with explanatory notes. Revised task plans submitted by the contractor will likewise be reviewed as stated above.

e. Changes to delivery dates of "other data and deliverables" set forth in individual Task Order Statements of Work may be directed/approved by the task sponsor. The direction shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the Scope of Work, price, schedule or the level of effort required by the Task. A copy of such direction shall be provided to the Technical Monitor and the Contracting Officer.

f. Electronic media and transmission shall be utilized to the maximum practicable extent.

g. This ordering procedure is of a lesser order of precedence than the "Limitation of Cost," "Limitation of Funds," "Deliveries or Performance," or "Level of Effort" clauses of the contract. The contractor is not authorized to incur costs on Task Orders which are not in compliance with any of those clauses of the contract.

PATENTS - REPORTING OF SUBJECT INVENTIONS:

a. The interim and final invention reports shall be submitted on DD Form 882, Report of Inventions and Subcontracts, see [redacted] and click on the Special Announcements link to see the instructions. In accordance with DFARS 252.227-7039 and FAR 52.227-12, interim reports shall be furnished every twelve (12) months and final reports shall be furnished within three (3) months after completion of the contracted work. In accordance with FAR 27.305-3(e), when a contractor fails to disclose a subject invention the applicable withholding of payments provision may be invoked.

b. The contractor shall include the clause at DFARS 252.227-7039 in all subcontracts with small businesses and non profit organizations, regardless of tier, for experimental, developmental, or research work.

c. The prime contractor shall account for the interim and final invention reports submitted by the subcontractor.

ORGANIZATIONAL CONFLICT OF INTEREST AND PROTECTION OF PROPRIETARY INFORMATION AND DATA:

a. The effort to be performed under this contract may require access to and use of proprietary information and data (which includes both technical data and computer software) of other companies and consequently creates a potential significant conflict of interest as set forth in Federal Acquisition Regulation (FAR) 9.505-4. It is the intention of the Government to preclude the unauthorized release and use of such information and data and to prevent creation of an unfair competitive advantage as a result of knowledge gained through access to it. Consequently, when access to proprietary information and data of other companies is required, the contractor shall (1) enter into appropriate written agreements with the other companies to protect their proprietary information and data from unauthorized use or disclosure for as long as it remains proprietary; (2) refrain from using such proprietary information and data for any purpose other than that for which it was furnished; and (3) hold the Government harmless for unauthorized disclosures by the contractor and its subcontractors when there is no involvement by the Government in the disclosure.

b. The following additional requirements apply when access to technical data or computer software, marked with restrictive legends, will be provided through the Government. (1) The agreements required by paragraph a. above shall contain the other companies' express consent to the proposed disclosures by the Government and identify the data and the specific conditions under which the contractor will be authorized to use, modify, reproduce, release, perform, display, or disclose the data in accordance with the Government's rights to do so. (2) The contractor (as recipient of the data from the Government) shall execute and submit to the Contracting Officer the Use and Non-Disclosure Agreement at DFARS 227-7103-7 prior to obtaining access, except for data containing Government Purpose Rights or SBIR Data Rights markings if DFARS clause 252.227-7025 is in this contract.

c. An executed copy of the agreements required by paragraph a. above shall be furnished to the Contracting Officer within fifteen (15) calendar days of execution.

d. The contractor shall include this clause in all subcontracts which may require access to proprietary information and data of other companies.

USE AND DISCLOSURE OF TECHNICAL DATA WITH LIMITED RIGHTS MARKINGS AND COMPUTER SOFTWARE WITH RESTRICTED RIGHTS MARKINGS DELIVERED OR OTHERWISE PROVIDED UNDER THIS CONTRACT:

a. Technical Data. Subject to the non-disclosure agreements discussed in paragraph c. below, the contractor agrees that the Government may release or disclose technical data with limited rights markings, delivered or otherwise provided to the Government under this contract, to: contractors or subcontractors performing service contracts in support of this or a related contract; or, to any other contractors mutually agreed upon.

b. Computer Software. Subject to the non-disclosure agreements discussed in paragraph c. below, the Government intends to permit contractors or subcontractors performing service contracts in support of this or a related contract or performing emergency repairs or overhaul of items procured under this or a related contract to use, as specified in DFARS clause 252.227-7014(a)(14)(v) and (vi) (or DFARS 252.227-7018(a)(17)(v) and (vi) for SBIR contracts), computer software with restricted rights markings, delivered or otherwise provided to the Government under this contract. Subject to the non-disclosure agreements discussed in paragraph c. below, the contractor agrees that the Government may release or disclose computer software with restricted rights markings, delivered or

otherwise provided to the Government under this contract, to: contractors or subcontractors performing service contracts for other uses in support of this or a related contract; or, to any other contractors mutually agreed upon.

c. Non-Disclosure Agreements. The contractor agrees to enter into appropriate non-disclosure agreements with the support or other contractors mentioned in paragraphs a. and b. above. The agreements shall contain the contractor's express consent to the proposed disclosures by the Government and identify the data/software and the specific conditions under which the support or other contractors will be authorized to use, modify, reproduce, release, perform, display, or disclose the data/software in accordance with the Government's rights to do so. These agreements may be based or contingent upon the support or other contractors executing and submitting to the Contracting Officer the Use and Non-Disclosure Agreement at DFARS 227-7103-7 prior to obtaining access. An executed copy of the agreements shall be furnished to the Contracting Officer within fifteen (15) calendar days of execution.

d. The Government reserves the right to challenge all markings and nothing herein shall be deemed to constitute acceptance of the contractor's claims to rights in technical data or computer software.

SOFTWARE LICENSE: In addition to the rights stipulated in DFARS 252.227-7014 clause hereof, when software is to be delivered with other than unlimited rights in the government, the contractor shall obtain all such software licenses in the Government's name. In addition to other rights stated in this contract, it is agreed that the Government shall have the right to rehost software on the computer of a Government contractor.

ASSIGNMENT OF RIGHTS: Per DFARS 252.227-7020, Rights in Special Works, all works **(unless otherwise designated by the Contracting Officer)** first produced, created, or generated under the contract and required to be delivered must contain the following notice: "© (Year date of delivery) United States Government, as represented by the Secretary of Army. All rights reserved." In addition, the contractor hereby relinquishes any rights to use or disclose such works beyond what is required by the contract.

YEAR 2000 COMPLIANCE:

The Contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined in FAR Part 39.

CONTRACTOR MANPOWER REPORTING

ACCOUNTING FOR CONTRACT SERVICES FOR ARMY-FUNDED REQUIREMENTS

"The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address "https://contractormanpower.armv.pentagon.mil." The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC

for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring flies from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site."

USFK Reg 700-19 - SOFA Contract Clause

INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)

Invited contractor and TR status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by USFK Reg 700-19.

a. Invited contractor or TR status under the SOFA is subject to the written approval of ACofS, Acquisition Management (FKAQ), [redacted] APO AP 96205-5237.

b. The contracting officer will coordinate with HQ USFK, ACofS, Acquisition Management (FKAQ), IAW FAR 25.8, and USFK Reg 700-19. 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 under conditions and limitations as specified in the SOFA and USFK Reg 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 will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

e. The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK Labor Law 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, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. 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 U.S.

g. The contractor shall ensure that all contractor employees will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

h. Invited contractors and technical representatives agree to cooperate fully with the USFK sponsoring agency and RO 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 Reg 700-19.

i. Except for contractor air crews flying Air Mobility Command missions, all U.S. 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.

j. 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 U.S. armed forces.

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

k. 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 U.S. 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 Reg 700-19, paragraphs 2-6a through 2-6c above shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. or USFK.

(End of Clause)

KOREA - SOFA STATUS CLAUSE:

Contract and Terms and Conditions contain language that contract, labor categories, and each position will be covered under Technical Representative status.

a. SOFA status under "Article XXII, U.S. ROK SOFA, related Minutes and Understandings on Implementation."

b. Affords all SOFA positions accreditation status and full Individual Logistics Support including:

i. CAC ID Card
ii. Ration Control Card
iii. Base Privileges
iv. Vehicle Registration and Driver's License (typically only one car per family)
v. Dependents at assignment location and associated tuition

c. If contract or positions on the contract are not afforded SOFA status, individual employees will not receive status and Individual Logistics Support (ILS). Without status, SAIC can not employ for that position or hire the candidate proposed to fill the position.

d. Must contain SOFA Clause for Invited Contractor – Technical Representative status.

CONTRACT PERFORMANCE IN JAPAN – (In accordance with the "Agreement Under the Treaty of Mutual Cooperation and Security Between the United States of America and Japan, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan")

I. GENERAL: The Status of Forces Agreement between the United States and Japan (SOFA) governs the rights and obligations of the United States armed forces in Japan. Contractor employees and their dependents accorded privileges under SOFA Article I(b) remain subject to all the laws and regulations of Japan unless expressly exempted by the SOFA. Commander, United States Forces Japan is primarily responsible for interpreting the SOFA and local law for U.S. Forces in Japan, to include determining the applicability of Article I(b) to a specific U.S. forces requirement in Japan.

II. SOFA ARTICLE I(b):

(a) SOFA Article I(b) status. Individuals including, but not limited to, technical advisors, consultants, entertainers serving under contracts with the United States for the provision of services in support of U.S. armed forces in Japan, and whose presence is required in Japan to provide such services, may acquire SOFA status in Japan as part of the civilian component under Article I(b) of the SOFA. Note SOFA Article I(b) does not create a lawful status in Japan for any entity other than individuals (e.g., the corporation employing the individual). To qualify for SOFA status under SOFA Article I(b), such individuals must be:

(1) United States nationals,
(2) not ordinarily resident in Japan,
(3) present in Japan at the invitation of, and solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces (including Foreign Military Sales contracts), and

(4) not contractors, employees of a contractor whose presence in Japan is solely for the purpose of executing contracts within the definition of SOFA Article XIV, or dependents of such contractors or contractor employees.

(b) SOFA Article I(b) procedures. Contractor personnel must obtain authority to enter Japan under SOFA Article I(b) through their employer and the Contracting Officer. After determining that the personnel meet the requirements for SOFA Article I(b) status, the Contracting Officer may issue a Letter of Identification. The Letter of Identification should include a statement that the individual is entering Japan under SOFA Article I(b).

(c) SOFA Article I(b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article I(b) and their dependents (defined as spouse, children under 21, and, if dependent for over half their support upon an individual having SOFA Article I(b) status, parents and children over 21) shall be accorded the following benefits of the SOFA. These privileges are personal to the employee/dependent and do not inure to the employer.

(1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;

(2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;

(3) Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;

(4) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraphs 2 and 3;

(5) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in SOFA Article XII, paragraph 7, except that such exemption shall not apply to the employment of local nationals in Japan;

(6) Exemption from Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States armed forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources;

(7) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;

(8) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;

(9) The use of postal facilities as provided for in SOFA Article XXI;

(10) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

(11) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

III. Logistic Support:

Logistic support including, but not limited to, the items below shall be provided to contractor employees and their dependents granted SOFA Article I(b) status under this contract, subject to availability as determined by the installation commander or designee.

(a) Navy, Base or Post Exchange, exchange service stations, theaters, and commissary;
(b) Laundry and dry cleaning;
(c) Military banking facilities;
(d) Transient billeting facilities;
(e) Open mess (club) membership, as determined by each respective club;
(f) Casualty assistance (mortuary services) on a reimbursable basis;
(g) Routine medical care on a reimbursable basis for U.S. citizens and emergency medical care on a reimbursable basis for non-U.S. citizens;
(h) Dental care, limited to relief of emergencies on a reimbursable basis;
(i) Department of Defense Dependent Schools on a space-available and tuition-paying basis;
(j) Postal support, as authorized by military postal regulations;
(k) Local recreation services on a space-available basis;
(l) Issuance of U.S. Forces, Japan Operator's Permit;
(m) Issuance of vehicle license plates.

EMPLOYEE COMPENSATION IN FOREIGN COUNTRIES:

Regarding differentials and allowances in compensation costs for contractor employees performing in foreign countries, the parties agree to the following:

1) Portions, as specified below, of the Department of State Standardized Regulations (DSSR), shall be complied with for contractor (and, if applicable, subcontractor) employees performing in foreign countries. (The DSSR can be accessed at [redacted])

2) When applicable, "Post Hardship Differential," in accordance with DSSR Chapter 500; and "Danger Pay Allowance," in accordance with DSSR Chapter 650, shall be added to the employee's base labor category rate. The percentages of base pay to be applied shall be the then-current rates identified by the State Department for the specific foreign location where the employee is performing (see [redacted] for rates, which are revised quarterly.) Base pay scale is the same as for contractor employees performing the same job in the United States.

(Note that DSSR Section 541 a. specifies that an employee performing in a location qualifying for "Danger Pay Allowance" does not qualify for Post Hardship Differential until the employee has served at such a location for a period of 42 consecutive days or more, at which time the Post Hardship Differential may be granted at the prescribed rate for the number of days served, beginning the first day of detail.)

Reference DSSR Section 652 d: There is no reduction in post differential due to dual crediting for political violence.

PRECONTRACT COSTS

PRECONTRACT COSTS

Precontract costs shall be authorized for Task Orders issued under this contract from any date (subsequent to date of award of the contract, i.e., 17 Dec 2001) requested by the Contractor to the date of order issuance. Such precontract costs shall be allowable to the extent that they would have been allowable if incurred after the date of the order. The Contractor acknowledges that incurrence of precontract costs is at the contractor's risk and the U.S. Government will not be liable for reimbursement of any such costs should an order not be issued for any reason.

AWARD TERM
AWARD TERM INCENTIVE:

a. The contractor may earn extensions to the term of this contract on the basis of performance during the evaluation periods in accordance with the "Award Term Determination Plan" incorporated herein and attached as set forth in Section J hereof.

b. The government may change the Award Term Determination Plan at any time prior to the beginning of an evaluation period by notice to the contractor in writing.

c. The award term determination is a unilateral decision made solely at the discretion of the government.

d. Upon determination that an Award Term extension has been earned, the contractor may provide an updated/revised Forward Pricing Rate Schedule for Task Orders to be issued during the subsequent term.

e. All award term extensions are conditioned upon (1) a continuing agency need for the contract services, (2) congressional authorization and appropriation of funds, and (3) the continuing responsibility of the contractor as defined in FAR 9.101.

f. If the contractor has failed to earn an award term by the end of the first evaluation period, the contracting officer may declare that the award-term incentive provisions of this contract are void. If after earning its first award term the contractor fails to earn an award term in any succeeding term of contract performance, the contracting officer may cancel any award terms that have not commenced, and declare that the award-term incentive provisions of this contract are void.

g. The cancellation of any award terms or the voiding of the award-term incentive for any reason shall not be considered either a termination for convenience or a termination for default and shall not entitle the contractor to any equitable adjustment or any other compensation.

h. Notwithstanding the provisions of this clause, the government retains the right to terminate this contract for convenience or default in accordance with the termination clauses of this contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	MAY 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 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
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
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
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 II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	APR 1984
52.216-7	Allowable Cost And Payment	MAR 2000
52.216-8	Fixed Fee	MAR 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
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
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	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
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	MAY 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2001
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
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
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.204-7005	Oral Attestation of Security Responsibilities	AUG 1999
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
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
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7004	Small, Small Disadvantaged Women-Owned Business Subcontracting Plan (Test Program)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JUN 2006
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
252.227-7015	Technical Data--Commercial Items	NOV 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
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991
252.228-7003	Capture and Detention	DEC 1991
252.232-7005	Reimbursement Of Subcontractor Advance Payments--DOD Pilot Mentor--Protege Program	SEP 2001
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	SEP 1999
252.242-7004	Material Management And Accounting System	DEC 2000
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
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	OCT 2002

CLAUSES INCORPORATED BY FULL TEXT

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 * through *.

* See clause in Section F entitled DELIVERY INFORMATION

(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 or electronically transmits. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(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 16 December 2016 [insert date].

(End of clause)

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property"). (3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice,

(i) decrease the Government-furnished property provided or to be provided under this contract or

(ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property. (2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property

not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or (B) Occurred while an approved program or system was maintained by the Contractor.(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or

destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer u]pon loss or destruction of, or damage to, government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(6) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.
(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or
(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing. (l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively. (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):

[redacted]

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

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)

CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006)

(a) *Definitions.* As used in this clause—

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"Other military operations" means a range of military force responses that can be projected to accomplish assigned tasks. Such operations may include one or a combination of the following: civic action, humanitarian assistance, civil affairs, and other military activities to develop positive relationships with other countries; confidence building and other measures to reduce military tensions; military presence; activities to convey messages to adversaries; military deceptions and psychological operations; quarantines, blockades, and harassment operations; raids; intervention operations; armed conflict involving air, land, maritime, and strategic warfare operations; support for law enforcement authorities to counter international criminal activities (terrorism, narcotics trafficking, slavery, and piracy); support for law enforcement authorities to suppress domestic rebellion; and support for insurgency, counterinsurgency, and civil war in foreign countries.

"Theater of operations" means an area defined by the combatant commander for the conduct or support of specified operations.

(b) *General*.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations;

(iii) Other military operations; or

(iv) Military exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are not authorized to use deadly force against enemy armed forces other than in self-defense.

(ii) Private security Contractor personnel are authorized to use deadly force only when necessary to execute their security mission to protect assets/persons, consistent with the mission statement contained in their contract.

(iii) Civilians who accompany the U.S. Armed Forces lose their law of war protection from direct attack if and for such time as they take a direct part in hostilities.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support*.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—

(A) The Contractor cannot obtain effective security services;
(B) Effective security services are unavailable at a reasonable cost; or
(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the theater of operations may be provided resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the theater of operations. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) *Pre-deployment requirements.* (1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and
(iv) When there is a formal declaration of war by Congress, Contractor personnel authorized to accompany U.S. Armed Forces may be subject to prosecution under the Uniform Code of Military Justice.

(f) *Processing and departure points.* Deployed Contractor personnel shall—

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data list.*

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. Armed Forces as specified in paragraph (b)(1) of this clause. The list shall include each individual's general location in the theater of operations. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The *[Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer]* may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) *Mortuary affairs*. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) *Changes*. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts*. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations;

(3) Other military operations; or

(4) Military exercises designated by the Combatant Commander.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List (DD Form 1423), with Distribution List and Instructions for Preparation and Delivery of Data	13	MAR-22-2001
Attachment 1	Forward Pricing Rate Schedule. The following documents contains information and data which are privileged and/or confidential to SAIC, and are incorporated herein by reference. This information and data are not made available for public review.		
	a. Direct Labor Legend	1	OCT-18-2001
	b. Rate Matrices (Direct Rates - Company 1; Indirect Rates - Company 1; Direct Rates - Company 6; Indirect Rates - Company 6)	4	MAR-10-2004
	c. Task Order Pricing Notes	4	OCT-04-2001
	d. SAIC Administrative Policy C-11: Accounting for Uncompensated Time	4	OCT-04-2001
	e. SAIC Administrative Policy C-2: Extended Workweek	3	OCT-04-2001
	f. SAIC Administrative Policy C-4: Pay Policy for Non-Salaried Employees	19	OCT-04-2001
Attachment 2	Award Term Determination Plan	13	MAY-20-2002
Attachment 3	**Contract Security Classification Specification (DD Form 254), Revision 18**	**10**	**MAR-01-2007**
Attachment 4	Small/Small Disadvantaged/Women-Owned/HUBZone/HBCU/MI/Veteran-Owned/Service Disabled Veteran-Owned Businesses Subcontracting Plan Including Approved Master Subcontracting Plan, . contains information and data which are privileged and/or confidential to SAIC; incorporated herein by reference	23	SEP-28-2001
Attachment 5	Government Property List	2	(shown on pages)
	U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide	132	JUL-03-1989
	Strategic Defense Initiative Organization Foreign Intelligence Collections Threat to Strategic Defense Initiative Programs threat document which is classified SECRET NOFORN, incorporated herein by reference. Upon request, the Contracting Officer will provide.	16	JUN-29-1992
	U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference.	88	SEP-1991

Upon request, the Contracting Officer will provide