

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DX-A2	PAGE OF PAGES 1 49
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2. CONTRACT (Proc. Inst. Ident.) NO. DASG60-02-C-0018-P00040	3. EFFECTIVE DATE 01 Jan 2002	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ES1C331700-01
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5. ISSUED BY U.S. ARMY SPACE & MISSILE DEFENSE COMMAND [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE WV9113M	6. ADMINISTERED BY (If other than Item 5) DCM BIRMINGHAM BURGER PHILLIPS CENTER 1910 THIRD AVE., NORTH, RM. 201 BIRMINGHAM AL 35203-2376	CODE S0101A
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) MADISON RESEARCH CORPORATION 401 WYNN DRIVE HUNTSVILLE AL 35805-1962	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	

CODE 0A9A9	FACILITY CODE	12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS OH 43218-2264
11. SHIP TO/MARK FOR CODE See Schedule		CODE HQ0338

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

15G. TOTAL AMOUNT OF CONTRACT \$23,551,575.00

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		L	INSTRS., CONDS., AND NOTICES TO OFFERORS
	G	CONTRACT ADMINISTRATION DATA	M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 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-0012-0002 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.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME AND TITLE OF CONTRACTING OFFICER
	[REDACTED]

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY [REDACTED] (Signature of Contracting Officer)	14-Dec-2001

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASIC CPFF		DPPH		
	Statement of Work SW-BL-06-01, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof. PURCHASE REQUEST NUMBER: ES1C331700-01				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$5,464,758.00
	ACRN AA Funded Amount				\$1,303,500.00
	ACRN AE Funded Amount				\$4,195.00
	ACRN AH Funded Amount				\$91,000.00
	ACRN AM Funded Amount				\$1,639,112.00
	ACRN AU Funded Amount				\$325,000.00
	ACRN AZ Funded Amount				\$1,951.00
	ACRN BB Funded Amount				\$520,000.00
	ACRN BD Funded Amount				\$0.00
	ACRN BF Funded Amount				\$1,300,000.00
	ACRN BK Funded Amount				\$210,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Maintenance COST		Lot		
	Maintenance required in accordance with Scope of Work SW-BL-06-01, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof. PURCHASE REQUEST NUMBER: ES1C331700-01				
				ESTIMATED COST	
	ACRN AB Funded Amount				\$1,440,700.00
	ACRN AD Funded Amount				\$13,000.00
	ACRN AG Funded Amount				\$16,000.00
	ACRN AJ Funded Amount				\$155,000.00
	ACRN AN Funded Amount				\$1,134,780.00
	ACRN AR Funded Amount				\$15,000.00
	ACRN AT Funded Amount				\$200,000.00
	ACRN AV Funded Amount				\$345,000.00

ACRN BB Funded Amount	\$0.00
ACRN BC Funded Amount	\$210,000.00
ACRN BD Funded Amount	\$75,000.00
ACRN BG Funded Amount	\$700,000.00
ACRN BL Funded Amount	\$213,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Lot		NSP

CDRLs

Contract Data Requirements List (CDRL), DD Form 1423, Exhibit *, consisting of Exhibit Line Item Nos. *001 through *009 and *00A, incorporated herein and attached as set forth in Part III, Section J, hereof.

PURCHASE REQUEST NUMBER: ES1C331700-01

NET AMT

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		[REDACTED]	DPPH		
EXERCISED OPTION	OPTION I CPFF				

Statement of Work SW-BL-06-01, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof.

PURCHASE REQUEST NUMBER: ES1C331700-01

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ACRN BM Funded Amount



FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Maintenance		Lot		
EXERCISED OPTION	COST				
	Maintenance required in accordance with Scope of Work SW-BL-06-01, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof.				
	PURCHASE REQUEST NUMBER: ES1C331700-01				

ESTIMATED COST

ACRN BN Funded Amount	\$18,000.00
ACRN BP Funded Amount	\$1,387,000.00
ACRN BQ Funded Amount	\$97,100.00
ACRN BT Funded Amount	\$10,000.00
ACRN BU Funded Amount	\$27,000.00
ACRN BV Funded Amount	\$27,000.00
ACRN BW Funded Amount	\$1,800.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	CDRLs		Lot		NSP
EXERCISED OPTION	CPFF				
	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit *, consisting of Exhibit Line Item Nos. *001 through *009 and *00A, incorporated herein and attached as set forth in Part III, Section J, hereof.				
	PURCHASE REQUEST NUMBER: ES1C331700-01				

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

Funded Amount	\$0.00
	\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	OPTION II CPFF Statement of Work SW-BL-06-01, dated 4 Jun 01, en titled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof. PURCHASE REQUEST NUMBER: ES1C331700-01		DPPH		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	Maintenance COST Maintenance required in accordance with Scope of Work SW-BL-06-01, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof. PURCHASE REQUEST NUMBER: ES1C331700-01		Lot		
				ESTIMATED COST	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	CDRLs CPFF		Lot		NSP
Contract Data Requirements List (CDRL), DD Form 1423, Exhibit *, consisting of Exhibit Line Item Nos. *001 through *009 and *00A, incorporated herein and attached as set forth in Part III, Section J, hereof.					
PURCHASE REQUEST NUMBER: ES1C331700-01					

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

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	OPTION III CPFF		DPPH		
Statement of Work SW-BL-06-01, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof.					
PURCHASE REQUEST NUMBER: ES1C331700-01					

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

FOB: Destination

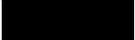
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	Maintenance COST		Lot		
Maintenance required in accordance with Scope of Work SW-BL-06-01, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof.					
PURCHASE REQUEST NUMBER: ES1C331700-01					

ESTIMATED COST	
Funded Amount	\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	CDRLs		Lot		NSP
OPTION	CPFF				
	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit *, consisting of Exhibit Line Item Nos. *001 through *009 and *00A, incorporated herein and attached as set forth in Part III, Section J, hereof.				
	PURCHASE REQUEST NUMBER: ES1C331700-01				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$0.00
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	SURGE OPTION IV (BASIC CLINs 0001,0002,0003)		DPPH		
OPTION	CPFF				
	Additional DPPHs for Basic in performance of Statement of Work SW-BL-06-01, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof.				
	PURCHASE REQUEST NUMBER: ES1C331700-01				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$0.00
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 OPTION	Maintenance COST		Lot		
Maintenance required in accordance with Scope of Work SW-BL-06-01, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof.					
PURCHASE REQUEST NUMBER: ES1C331700-01					

ESTIMATED COST

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	CDRLs CPFF		Lot		NSP
Contract Data Requirements List (CDRL), DD Form 1423, Exhibit *, consisting of Exhibit Line Item Nos. *001 through *009 and *00A, incorporated herein and attached as set forth in Part III, Section J, hereof.					
PURCHASE REQUEST NUMBER: ES1C331700-01					

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

Funded Amount

\$0.00

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016					
OPTION	SURGE OPTION V (to Option I)		DPPH		

CPFF

Additional DPPHs for OPTION I, in performance of Statement of Work SW-BL-06-01, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof.

PURCHASE REQUEST NUMBER: ES1C331700-01

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		1	Lot		
OPTION	Maintenance				

COST

Maintenance required in accordance with Scope of Work SW-BL-06-01, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof.

PURCHASE REQUEST NUMBER: ES1C331700-01

ESTIMATED COST

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018			Lot		NSP

OPTION

CDRLs
CPFF

Contract Data Requirements List (CDRL), DD Form 1423, Exhibit*, consisting of Exhibit Line Item Nos. *001 through *009 and *00A, incorporated herein and attached as set forth in Part III, Section J, hereof.

PURCHASE REQUEST NUMBER: ES1C331700-01

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

\$0.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019			DPPH		

OPTION

SURGE OPTION VI (to Option II)
CPFF

Additional DPPHs for OPTION II in performance of Statement of Work SW-BL-06-01, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof.

PURCHASE REQUEST NUMBER: ES1C331700-01

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

\$0.00

Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020 OPTION	Maintenance COST		Lot		
Maintenance required in accordance with Scope of Work SW-BL-06-01, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof.					
PURCHASE REQUEST NUMBER: ES1C331700-01					

ESTIMATED COST

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021 OPTION	CDRLs CPFF		Lot		NSP
Contract Data Requirements List (CDRL), DD Form 1423, Exhibit *, consisting of Exhibit Line Item Nos. *001 through *009 and *00A, incorporated herein and attached as set forth in Part III, Section J, hereof.					
PURCHASE REQUEST NUMBER: ES1C331700-01					

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

Funded Amount

\$0.00

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022			DPPH		
OPTION	SURGE OPTION VII (to Option III)				

CPFF

Additional DPPHs for OPTION III, in performance of Statement of Work SW-BL-06-01, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof.

PURCHASE REQUEST NUMBER: ES1C331700-01

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023			Lot		
OPTION	Maintenance				

COST

Maintenance required in accordance with Scope of Work SW-BL-06-01, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof.

PURCHASE REQUEST NUMBER: ES1C331700-01

ESTIMATED COST

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024 OPTION	CDRLs CPFF		Lot		NSP
Contract Data Requirements List (CDRL), DD Form 1423, Exhibit *, consisting of Exhibit Line Item Nos. *001 through *009 and *00A, incorporated herein and attached as set forth in Part III, Section J, hereof. PURCHASE REQUEST NUMBER: ES1C331700-01					

ESTIMATED COST	[REDACTED]
FIXED FEE	
TOTAL EST COST + FEE	\$0.00
Funded Amount	\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	HARDWARE COST		Lot		
Hardware and software resources and integration required in accordance with Statement of Work SW-BL-06-01, dated 4 Jun 01, with a NTE amount of [REDACTED] entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof. PURCHASE REQUEST NUMBER: ES1C331700-01					

ESTIMATED COST	[REDACTED]
Funded Amount	\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025AA OPTION	COST				
Hardware and software resources and integration required in accordance with Statement of Work SW-BL-06-01, dated 4 Jun 01, with a NTE amount of [REDACTED] entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof.					

ESTIMATED COST	[REDACTED]
Funded Amount	\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025AB					
	COST				
				ESTIMATED COST	
	ACRN AC Funded Amount				\$105,800.00
	ACRN AF Funded Amount				\$25,000.00
	ACRN AK Funded Amount				\$53,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025AC					
	COST				
				ESTIMATED COST	
	ACRN AP Funded Amount				\$100,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025AD					
	COST				
				ESTIMATED COST	
	ACRN AQ Funded Amount				\$20,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025AE					

COST

ESTIMATED COST



ACRN AS Funded Amount

\$1,225,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025AF					

COST

ESTIMATED COST



ACRN AW Funded Amount

\$2,888,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025AG					

COST

ESTIMATED COST



ACRN BA Funded Amount

\$57,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025AH					

COST

ESTIMATED COST



ACRN BE Funded Amount

\$1,936,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025AJ					

COST

ESTIMATED COST



ACRN BR Funded Amount

\$50,000.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025AK					

COST

ESTIMATED COST



ACRN BX Funded Amount

\$3,186,946.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026			DPPH		

Special Technical Option VIII
CPFF

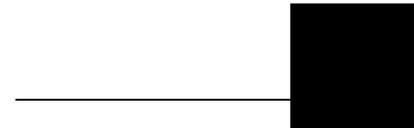
By issuance of a Technical Directive from the Contracting Officer, the contractor shall perform additional requirements not covered under paragraph 3.0, which may include one or more of the following: Analysis, Engineering/Design, Enhancement, Migration, Conversion, Integration, Testing or acquisition for special tasks and events through customer funding in the performance of Statement of Work SW-BL-06-01, Paragraph 4.0, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof.

PURCHASE REQUEST NUMBER: ES1C331700-01

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE



Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026AA			DPPH		

OPTION

CPFF

By issuance of a Technical Directive from the Contracting Officer, the contractor shall perform additional requirements not covered under paragraph 3.0, which may include one or more of the following: Analysis, Engineering/Design, Enhancement, Migration, Conversion, Integration, Testing or acquisition for special tasks and events through customer funding in the performance of Statement of Work SW-BL-06-01, Paragraph 4.0, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof.

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026AB			DPPH		

STD 001

CPFF

By issuance of a Technical Directive from the Contracting Officer, the contractor shall perform additional requirements not covered under paragraph 3.0, which may include one or more of the following: Analysis, Engineering/Design, Enhancement, Migration, Conversion, Integration, Testing or acquisition for special tasks and events through customer funding in the performance of Statement of Work SW-BL-06-01, Paragraph 4.0, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof.

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

ACRN AL Funded Amount

\$74,986.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026AC	STD 0002 CPFF Implementation of the Return on Investment (ROI) Process SC-STD-02-BL-02, dated 11 Apr 2003.		DPPH		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN AX Funded Amount				\$74,878.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026AD	STD-003 CPFF Engineering Technical Support to the High Energy Laser System Test Facility (HELSTF)		DPPH		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	
	ACRN BJ Funded Amount				\$116,430.00
	ACRN BS Funded Amount				\$368,397.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027 OPTION	Maintenance COST Maintenance required in accordance with Scope of Work SW-BL-06-01, dated 4 Jun 01, entitled "Simulation Center," incorporated herein and attached as set forth in Part III, Section J, hereof. PURCHASE REQUEST NUMBER: ES1C331700-01		Lot		
				ESTIMATED COST	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028			Lot		NSP
OPTION	CDRLs				
	CPFF				
	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit *, consisting of Exhibit Line Item Nos. *001 through *009 and *00A, incorporated herein and attached as set forth in Part III, Section J, hereof.				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029			DPPH		
OPTION	SPECIAL MOVE OPTION IX				
	CPFF				
	In accordance with Statement of Work SW-BL-06-01, paragraph 4.1, Special Move, dated 4 Jun 01, entitled "Simulation Center," and by issuance of a Technical Directive from the contracting office, the contractor shall coordinate and develop a SC Move plan for the proposed relocation of the SMDC Huntsville facility to its new location incorporated herein and attached as set forth in Part III, Section J, hereof.				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029AA OPTION	SC MOVE				

COST

In accordance with Statement of Work SW-BL-06-01, paragraph 4.1, Special Move, dated 4 Jun 01, entitled "Simulation Center," and by issuance of a Technical Directive from the contracting office, the contractor shall coordinate and develop a SC Move plan for the proposed relocation of the SMDC Huntsville facility to its new location incorporated herein and attached as set forth in Part III, Section J, hereof.

ESTIMATED COST



Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029AB	SC MOVE				

COST

In accordance with Statement of Work SW-BL-06-01, paragraph 4.1, Special Move, dated 4 Jun 01, entitled "Simulation Center," and by issuance of a Technical Directive from the contracting office, the contractor shall coordinate and develop a SC Move plan for the proposed relocation of the SMDC Huntsville facility to its new location incorporated herein and attached as set forth in Part III, Section J, hereof.

ESTIMATED COST



ACRN AY Funded Amount

\$180,000.00

ACRN BH Funded Amount

\$40,000.00

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

LEVEL OF EFFORT:

a. In the performance of Basic CLINs 0001 and 0003, Option I CLINs 0004, and 0006, Option II CLINs 0007 and 0009, Option III CLINs 0010 and 0012, Surge Option IV CLINs 0013, and 0015, Surge Option V CLINs 0016 and 0018, Surge Option VI CLINs 0019 and 0021, and Surge Option VII CLINs 0022 and 0024 of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort, as set forth in Section B above within the time period as set forth in Section F-1 hereof:

b. In the performance of Option VIII, Special Technical CLIN 0026, pursuant to the clause in Section H hereof titled Special Technical (Option VIII) the contractor shall provide the total engineering and DPPH as specified within the time period as set forth in the applicable Technical Directive.

c. DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

d. In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to the certification by the contractor to the Administrative Contracting Officer that he has exerted the DPPH level of effort as specified in B above in performing the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-9 Inspection Of Research And Development (Short Form) APR 1984

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

CLAUSES INCORPORATED BY FULL TEXT

PERIOD OF PERFORMANCE:

a. The contractor shall provide all level of effort, material/equipment, data, and reports required by CLINs 0001, 0002 and 0003 no later than 31 March 2005.

b. The contractor shall provide all level of effort, material/equipment, data, and reports required by Option I CLINs 0004, 0005, and 0006 (if exercised) within twelve(12) months after the effective date of the option exercise. (31 Dec 2005)

c. The contractor shall provide all level of effort, material/equipment, data, and reports required by Option II CLINs 0007, 0008, and 0009 (if exercised) within twelve(12) months after the effective date of the option exercise.

d. The contractor shall provide all level of effort, material/equipment, data, and reports required by Option III CLINs 0010, 0011, and 0012 (if exercised) within twelve(12) months after the effective date of the option exercise.

e. The contractor shall provide all level of effort exercised from Surge Option IV CLINs 0013, 0014, and 0015 (if exercised) into CLINs 0001, 0002, and 0003 with the applicable period of performance stated in paragraph a. above.

f. The contractor shall provide all level of effort exercised from Surge Option V CLINs 0016, 0017, and 0018 (if exercised) into CLINs 0004, 0005, and 0006 with the applicable period of performance stated in paragraph b. above.

g. The contractor shall provide all level of effort exercised from Surge Option VI CLINs 0019, 0020, and 0021 (if exercised) into CLINs 0007, 0008, and 0009 with the applicable period of performance stated in paragraph c. above.

h. The contractor shall provide all level of effort exercised from Surge Option VII CLINs 0022, 0023, and 0024 (if exercised) into CLINs 0010, 0011, and 0012 with the applicable period of performance stated in paragraph d. above.

i. The period of performance for CLIN 0025, shall be from date of award through Dec 2007.

j. . The contractor shall provide all level of effort, material/equipment, data, and reports required by Option VIII, CLINs 0026, 0027, and 0028 (if exercised) within the period of performance specified in the applicable Contracting Officer Technical Directive. Any technical directive issued during the effective period set forth during the period of performance stated in paragraphs a thru d above and not completed within that period shall be completed by the contractor by the time specified in the directive.

1. Period of performance under Special Technical Directive STD-001 SubCLIN 00026AB is 7 months from the date of modification issuance. (30 Apr 03)

2. Period of performance for Special Technical Directive STD-002 SubCLIN 00026AC, "Implementation of the Return on Investment(ROI) Process," is through 31 March 2004.

3. Period of performance for Special Technical Directive STD-003 SubCLIN 00026AD, "Engineering Technical Support to the High Energy Laser System Test Facility (HELSTF)," is through 31 December 2007.

k. The contractor shall provide all support and materials required by Option IX, CLIN 0029, within the time specified in the applicable Contracting Officer Technical Directive.

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

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 9720400.2501 36-6011 P40603880C00-2514 PK2C390100 S01021 PK2C390100/2HHN25/H
COST 000000000000
CODE:
AMOUNT: \$1,303,500.00

AB: 9720400.2501 36-6011 P40603880C00-2514 PK2C390200 S01021 PK2C390200/2HHN25/H
COST 000000000000
CODE:
AMOUNT: \$1,440,700.00

AC: 9720400.2501 36-6011 P40603880C00-2514 PK2C390700 S01021 PK2C390700/2HHN25/H
COST 000000000000
CODE:
AMOUNT: \$105,800.00

AD: 97 2 0400.2501 BM-THAD 50604861C00.2012 255X/255Y TH2TST3AA1 S01021 TH2TST3AA1/2THEMD/TH
COST 000000000000
CODE:
AMOUNT: \$13,000.00

AE: 212 2020.0000 36-2218 P432140.00000 252G DH2B108600 S01021 DH2B108600/2HH000/H
COST 000000000000
CODE:
AMOUNT: \$4,195.00

AF: 212 2040 36 9218 P643308.997 255Y KN2C105500 S01021 KN2C105500/2HHLAB/H HH21BATLABKN01
COST 000000000000
CODE:
AMOUNT: \$25,000.00

AG: 212 2040.0000 36-9318 P633304215 25GY PK2R241300 S01021 PK2R241300/2HHR78/H
COST 000000000000
CODE:
AMOUNT: \$16,000.00

AH: 9710400.2501 36-6011 P40603874C00-2514 ES1C332500 S01021 ES1C332500/1HHN03/H
COST 000000000000
CODE:
AMOUNT: \$91,000.00

AJ: 9710400.2501 36-6011 P40603874C00-2514 ES1C332600 S01021 ES1C332600/1HHN03/H
COST 000000000000
CODE:
AMOUNT: \$155,000.00

AK: 9710400.2501 36-6011 P40603874C00-2514 ES1C332700 S01021 ES1C332700/1HHN03/H
COST 000000000000
CODE:
AMOUNT: \$53,000.00

AL: 9720400.2501 36-6011 P40603880C00-2514 PK2C390900 S01021 PK2C390900/2HHN25/H
COST 000000000000
CODE:
AMOUNT: \$74,986.00

AM: 9730400.2501 36-6011 P40603880C00-2514 PK3C370500 S01021 PK3C370500/3HHN68/H
COST 000000000000
CODE:
AMOUNT: \$1,639,112.00

AN: 9730400.2501 36-6011 P40603880C00-2514 PK3C370600 S01021 PK3C370600/3HHN68/H
COST 000000000000
CODE:
AMOUNT: \$1,134,780.00

AP: 9730400.2501 36-6011 P40603880C00-2514 PK3C370700 S01021 PK3C370700/3HHN68/H
COST 000000000000
CODE:
AMOUNT: \$100,000.00

AQ: 213 2040 36 9218 P643305.TR5 255Y DR3C104900 S01021 DR3C104900/3HHLAB/H
AMOUNT: \$20,000.00

AR: 9730400.2501 BM-THAD 50604861C00.2011 255X/255Y TH3TST3AA1/3THEMD/H S01021
AMOUNT: \$15,000.00

AS: 213 2040 0000 36 9318 P63330421500 2514 PK3C250100 S01021 PK3C250100/3HHRA1/H
AMOUNT: \$1,225,000.00

AT: 213 2040 0000 36 9318 P63330421500 2514 PK3C250200 S01021 PK3C250200/3HHRA1/H
AMOUNT: \$200,000.00

AU: 9730400.2501 36-6011 P40603882C00-2514 PK3C540100 S01021 PK3C540100/3HHE11/H
AMOUNT: \$325,000.00

AV: 9730400.2501 36-6011 P40603882C00-2514 PK3C540200 S01021 PK3C540200/3HHE11/H
AMOUNT: \$345,000.00

AW: 9730400.2501 36-6011 P40603882C00-2514 PK3C540300 S01021 PK3C540300/3HHE11/H
AMOUNT: \$2,888,000.00

AX: 9730400.2501 36-6011 P40603882C00-2514 PK3C540400 S01021 PK3C540400/3HHE11/H
AMOUNT: \$74,878.00

AY: 2132020 36-2218 P438396ABSF 2514 OR3V914900 S01021 OR3V914900/3HH6AB/H
AMOUNT: \$180,000.00

AZ: 213 2020.0000 36-2218 P432140.00000 255Y DH3B108300 S01021 DH3B108300/3HH000/H
AMOUNT: \$1,951.00

BA: 213 2040 36 9218 P643305.TR5 255Y DR3C107500 S01021 DR3C107500/3HHLAB/H
AMOUNT: \$57,000.00

BB: 97 4 0400.2501 36-6011 P40603890C00-2514 PK4C360100 S01021 PK4C360100/4HHM09/H
AMOUNT: \$520,000.00

BC: 97 4 0400.2501 36-6011 P40603890C00-2514 PK4C360200 S01021 PK4C360200/4HHM09/H
AMOUNT: \$210,000.00

BD: 214 2040 36 9218 P643305TR5 255Y DR4C103500 S01021 DR4C103500/4HHLAB/H
AMOUNT: \$75,000.00

BE: 9740400 1102 5K4 47B1 630507 6RPF34 59200 63755D 525700 NMIPR045203781 F25700
AMOUNT: \$1,936,000.00

BF: 97 4 0400.2501 36-6011 P40603882C00-2514 PK4C540100 S01021 PK4C540100/4HHE16/H
AMOUNT: \$1,300,000.00

BG: 97 4 0400.2501 36-6011 P40603882C00-2514 PK4C540200 S01021 PK4C540200/4HHE16/H

AMOUNT: \$700,000.00

BH: 2142020 36-2218 P131096AB 252G OR4V916000 S01021 OR4V916000/4HH6AC/H
AMOUNT: \$40,000.00

BJ: 214 2040.0000 36-6020 P665605.E97-255Y SB4A710800 S01021 SB4A710800/4HHHEL/H
AMOUNT: \$116,430.00

BK: 97 5 0400 2501 36 2216 40603890C00 255Y W31RPD5303JWI1 5HHM56 S01021
AMOUNT: \$210,000.00

BL: 97 5 0400 2501 36 2216 40603890C00 255Y W31RPD5303JWI2 5HHM56 S01021
AMOUNT: \$213,000.00

BM: 97 5 0400 2501 36 9218 40603890C00 2514 W31RPD5350JWX2 5HHW02 S01021
AMOUNT: \$1,500,000.00

BN: 9750400.2501 BM-THAD 40603881C00.0707 255Y TH5TST3AA2 S01021 MIPR5TST3AA2(2) TH5TST3AA2/5THEMD/TH0000
AMOUNT: \$18,000.00

BP: 97 5 0400 2501 36 9218 40603890C00 2514 W31RPD5012JWX3 5HHW02 S01021
AMOUNT: \$1,387,000.00

BQ: 21 5 2040 0000 36 9218 643305TR500 255Y W31RPD5020KNAY 5HHLAB S01021
AMOUNT: \$97,100.00

BR: 97 5 0400 2501 36 9218 40603890C00 2514 W31RPD5012JWX4 5HHW02 S01021
AMOUNT: \$50,000.00

BS: 21 5 2040 0000 36 6020 665605E9700 255Y W31RPD5348SBHR 5HHHEL S01021
AMOUNT: \$368,397.00

BT: 21 5 2040 0000 36 9218 643305TR500 255Y W31RPD5034KNA5 5HHLAB S01021
AMOUNT: \$10,000.00

BU: 21 5 2040 0000 36 2216 643305TR600 255Y W31RPD5059ESF4 5HHMUL S01021
AMOUNT: \$27,000.00

BV: 21 5 2040 0000 36 9218 643305TR500 255Y W31RPD5059KNA5 5HHLAB S01021
AMOUNT: \$27,000.00

BW: 21 5 2020 0000 36 2218 131705K0000 2512 W31RPD5082OM01 5HH75K S01021
AMOUNT: \$1,800.00

BX: 9750400 1102 5K5 47B1 630507 6RPF34 59200 63755D 525700 F25700 F1ATA05075G702
AMOUNT: \$3,186,946.00

CLAUSES INCORPORATED BY REFERENCE

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

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 on each public voucher: (1) The accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" (2) the Order Number/PRON; and (3) the words "BMD CONTRACT" in bold type on the face page of the voucher. Since vouchers are paid by Order Number/PRON within accounting classification, it is necessary that the Order Number/PRON be shown on each voucher.
- e. 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.
- f. 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 Section B, subject to the withholding reserve of the contract clause titled "Fixed Fee."
- g. 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.
- h. 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 will be performed by the cognizant office as shown in Block 6, Page 1, Section A, of Standard Form 26. 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.

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters
NAME:		
ORGANIZATION CODE:		
TELEPHONE NUMBERS:		
COMMERCIAL:		
DSN:		
EMAIL:		

IMPLEMENTATION OF AND EXPLANATION OF THE RELATIONSHIP OF THE LIMITATION OF FUNDS (LOF) CLAUSE TO FEE OBLIGATIONS: 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 currently obligated for fee; and the estimated period of performance covered by the funds allotted are set forth below. 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. (Prior Modification P00039. Current Modification P00040.)

A. BASIC PERIOD OF PERFORMANCE (CLINs 0001, 0002, 0003):

1. <u>CLIN 0001 LOE (BASIC):</u>	<u>PREVIOUS AMOUNT</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
a. Estimated funds required for full contract performance:			
(1) Estimated Cost:		N/C	
(2) Fee:		N/C	
(3) Total:	\$5,464,758	N/C	\$5,464,758
b. Funds Presently Allotted and obligated:			
(1) Estimated Cost:		N/C	
(2) Fee:		N/C	
(3) Total:	\$5,394,758	N/C	\$5,394,758
c. Unfunded Balance:			
(1) Estimated Cost:		N/C	
(2) Fee:		N/C	
(3) Total:	\$ 70,000	N/C	\$ 70,000
d. Estimated funded Period of Performance:	31 March 2005		
2. <u>CLIN 0002 (Maint) (SURGE Option 0014 values exercised - moved to CLIN 0002) BASIC POP:</u>			

a. Amount Required for full Funding, Exclusive of fee:			
Cost/Total:		N/C	
b. Funds Presently Allotted and obligated:			
Cost/Total:		N/C	

c. Unfunded Balance:
 Cost/Total: \$ 0 \$ 0 \$ 0

B. FIRST OPTIONAL PERIOD - (CLINS 0004, 0005, 0006):

1. <u>CLIN 0004 LOE (1ST OPTION):</u>	<u>PREVIOUS AMOUNT</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
a. Estimated funds required for full contract performance:			
(1) Estimated Cost:	[REDACTED]	N/C	[REDACTED]
(2) Fee:	[REDACTED]	N/C	[REDACTED]
(3) Total:	[REDACTED]	N/C	[REDACTED]
b. Funds Presently Allotted and obligated:			
(1) Estimated Cost:	[REDACTED]	N/C	[REDACTED]
(2) Fee:	[REDACTED]	N/C	[REDACTED]
(3) Total:	[REDACTED]	N/C	[REDACTED]
c. Unfunded Balance:			
(1) Estimated Cost:	\$ 0	N/C	\$ 0
(2) Fee:	<u>\$ 0</u>	N/C	<u>\$ 0</u>
(3) Total:	\$ 0	N/C	\$ 0
d. Estimated funded Period of Performance:	31 Aug 2005		

2. CLIN 0005 (Maintenance) (1ST OPTION):

a. Amount Required for full Funding, Exclusive of fee:			
Cost/Total:	[REDACTED]	\$ [REDACTED]	[REDACTED]
b. Funds Presently Allotted and obligated:			
Cost/Total:	[REDACTED]	\$ [REDACTED]	[REDACTED]
c. Unfunded Balance:			
Cost/Total:	\$ 0	\$ 0	\$ 0

C. Option CLIN 0025 (HARDWARE) consists of two parts; the UNEXERCISED value that remains optional (SubCLIN 0025AA), and the EXERCISED values that have been issued to the contract under SubCLINs 0025AB, 0025AC, 0025AD, 0025AE, 0025AF, 0025AG, and 0025AH. The values for CLIN 0025 are as follows:

a. <u>UNEXERCISED</u> Value remaining under SubCLIN 0025AA:	[REDACTED]		
	<u>PREVIOUS AMOUNT</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
b. <u>EXERCISED</u> SubCLINs 0025AB through 0025AK:	[REDACTED]		
(1) Amount Required for full Funding:	[REDACTED]		
(2) Funds Presently Allotted and obligated:	[REDACTED]		
(3) Unfunded Balance:	[REDACTED]		

D. CLIN 0026 (SPECIAL TECHNICAL) consists of two parts; the UNEXERCISED value that remains optional (SubCLIN 0026AA), and the EXERCISED values that have been issued to the contract under SubCLINs 0026AB and 0026AC. The values for CLIN 0026 are as follows:

	<u>PREVIOUS AMOUNT</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
a. <u>UNEXERCISED Value remaining under SubCLIN 0026AA:</u>			
(1) Estimated Cost:		N/C	
(2) Fee:		N/C	
(3) Total:		N/C	
b. <u>EXERCISED Value for SubCLIN 0026AB - STD-001:</u>			
(1) Estimated Funds Required for Full Performance:			
(a) Estimated Cost:		N/C	
(b) Fee:		N/C	
(c) Total:		N/C	
(2) Funds Presently Allotted and obligated:			
(a) Estimated Cost:		N/C	
(b) Fee:		N/C	
(c) Total:		N/C	
(3) Unfunded Balance:			
(a) Estimated Cost:	\$ 0	N/C	\$ 0
(b) Fee:	\$ 0	N/C	\$ 0
(c) Total:	\$ 0	N/C	\$ 0
c. <u>EXERCISED Value for SubCLIN 0026AC - STD-002:</u>			
(1) Estimated Funds Required for Full Performance:			
(a) Estimated Cost:		N/C	
(b) Fee:		N/C	
(c) Total:		N/C	
(2) Funds Presently Allotted and obligated:			
(a) Estimated Cost:		N/C	
(b) Fee:		N/C	
(c) Total:		N/C	
(3) Unfunded Balance:			
(a) Estimated Cost:	\$ 0	N/C	\$ 0
(b) Fee:	\$ 0	N/C	\$ 0
(c) Total:	\$ 0	N/C	\$ 0
d. <u>EXERCISED Value for SubCLIN 0026AD - STD-003:</u>			
(1) Estimated Funds Required for Full Performance:			
(a) Estimated Cost:		N/C	
(b) Fee:		N/C	
(c) Total:		N/C	

(2) Funds Presently Allotted and obligated:			
(a) Estimated Cost:	[REDACTED]	[REDACTED]	[REDACTED]
(b) Fee:			
(c) Total:			
(3) Unfunded Balance:			
(a) Estimated Cost:	[REDACTED]		\$ 0
(b) Fee:			\$ 0
(c) Total:			\$ 0

E. CLIN 0029 (MOVE) consists of two parts; the UNEXERCISED value that remains optional (SubCLIN 0029AA), and the EXERCISED value that have been issued to the contract under SubCLIN 0029AB. The values for CLIN 0029 are as follows:

	<u>PREVIOUS AMOUNT</u>	<u>THIS MODIFICATION</u>	<u>CUMULATIVE TOTAL</u>
a. <u>UNEXERCISED</u> Value remaining under SubCLIN 0029AA:			
(1) Estimated Cost:	[REDACTED]	N/C	[REDACTED]
(2) Fee:		N/C	
(3) Total:		N/C	
b. <u>EXERCISED</u> Value for SubCLIN 0029AB:			
(1) Estimated Funds Required for Full Performance:			
(a) Estimated Cost:	[REDACTED]	N/C	[REDACTED]
(b) Fee:		N/C	
(c) Total:		N/C	
(2) Funds Presently Allotted and obligated:			
(a) Estimated Cost:	[REDACTED]	N/C	[REDACTED]
(b) Fee:		N/C	
(c) Total:		N/C	
(3) Unfunded Balance:			
(a) Estimated Cost:	\$ 0	N/C	\$ 0
(b) Fee:	\$ 0	N/C	\$ 0
(c) Total:	\$ 0	N/C	\$ 0

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

PROPERTY ACCOUNTABILITY OF EQUIPMENT

To facilitate orderly record keeping (property accountability) and responsibility for maintenance as well as other responsibilities described in the clause entitled, Government Property (Cost Reimbursement), Government Property specified in Tables 1 through 3 of the Scope of Work of this contract and, and Government Property accepted by the Government and then installed/integrated into the Simulation Center in accordance with Purchase of Equipment are provided as Government Furnished Property. Transfers of all property will be by DD Form 1149.

ASSIGNMENT OF RIGHTS:

Per DFARS 252.227-7020, Rights in Special Works, all works 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.

DIRECT SHARING OF PROPRIETARY INFORMATION AND DATA(TECHNICAL DATA AND COMPUTER SOFTWARE) WITH OTHER CONTRACTORS:

a. Successful conduct of the Simulation Center Program and programs supported by it may require that the contractor and its subcontractors share their proprietary information and data (to include both technical data and computer software) directly with other contractors who are supporting this contract or the underlying government programs. This clause applies to such direct contractor-to-contractor sharing situations.

b. Contractor agrees to enter into appropriate access/non-disclosure agreements with these contractors to protect proprietary information and data and to cooperate and establish a good working relationship.

c. The above-referenced agreements shall provide the terms for access to the proprietary information and data and the appropriate restrictions to protect them. Access to information and data in which the Government has rights shall be at least as great as if disclosed through the Government.

d. The contractor is responsible for properly marking any proprietary information/data to be directly shared with other contractors under the provisions of this clause.

e. Contractor shall cause its subcontractors to enter into similar agreements consistent with the above. An executed copy of all agreements shall be furnished to the Contracting Officer within thirty (30) calendar days of execution.

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 thirty (30) 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) 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 thirty (30) 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.

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 (SMDC-PA) 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
ATTN: SMDC-PA
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
Primary	[REDACTED]	[REDACTED]	[REDACTED]
Alternate	[REDACTED]	[REDACTED]	[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 test plans; approving preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request 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.

GOVERNMENT-FURNISHED COMPUTER TIME:

a. Up to 1000 hours of Government-furnished computer time are available for contractor use at the Simulation Center (SC) located in the USASMDC Building, Huntsville, Alabama. The SC is managed by USASMDC, Computer Resources and Engineering Division.

b. Up to 1000 hours of Government-furnished computer time are available for contractor use at the Advanced Research Center (ARC) located in Huntsville, Alabama. The ARC is managed by USASMDC, Computer Resources and Engineering Division.

c. The contractor requiring Government-furnished computer time must determine the number of SC hours and the number of ARC hours separately. It is not necessary to identify the computer system, only the number of required computer hours. The computer time identified by the contractor will be allocated to the fastest computer system and automatically allocated to other computer systems when the contractor is authorized access.

d. Table for Major SC Systems:

Major Simulation Center Systems

System Model	CPU's/ System	CPU Type	MHZ	MEMORY (MB)	O.S. Version
SGI/Cray J90	16	Cray	233 MFlop	4000	UNICOS v10.0
SGI Origin 2000	128	R10000	195	32000	IRIX v6.5
SGI Origin 2000	16	R10000	195	4000	IRIX v6.5
SGI Octane	1	R10000	195	128	IRIX v6.5
SGI Onyx2RE2	2	R10000	195	128	IRIX v6.5
SGI O2	1	R5000	180	128	IRIX v6.5
SGI Indigo2	1	R4400	250	128	IRIX v6.5
SGI Indigo	1	R4400	150	128	IRIX v6.5
DEC Alpha 7710	1	Alpha	275	256	OpenVMS v6.2
DEC Alpha 4610	1	Alpha	185	128	OpenVMS v6.2

PC	4	Intel	200	1000	WindowsNT v4.0
PC	1	Intel	400	256	WindowsNT v4.0

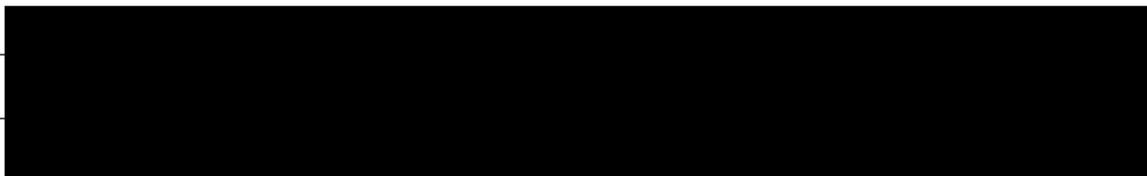
e. Table for Major ARC Systems:

Major Advanced Research Center Systems

System Model	CPU's/ System	CPU Type	MHZ	MEMORY (MB)	O.S. Version
VAX 6640	4	MIPS	60	1000	VMS v6.2
VAX 7710	1	4/275 ALPHA	275	128	ALPHA AXP v6.2
AlphaServer 8200 5/440	4	5/440 ALPHA	440	2000	OSF1 v4.0b
AlphaServer 4100 5/466	4	5/466 ALPHA	466	1000	OSF1 v4.0b
AlphaStation 500/500	1	5/500 ALPHA	500	512	OSF1 v4.0b
AlphaStation 255/300	1	5/500 ALPHA	500	512	OSF1 v4.0b
AlphaServer 2100A	2	ALPHA RISC	275	512 MB	NT 4.0 SP3
ORIGIN	64	R10000	195	8000	6.4
Onyx2	2	R10000	195	1000	6.4
Onyx-RE2-Rack	4	R4400	200	512	6.2
Onyx-RE2-Dsksd	4	R4400	200	256	5.3
Challenge-XL	4	R4400	150	256	6.2
Octane	2	R10000	195	256	6.4
O2	1	R10000	175	256	6.3
O2	1	R5000	180	128	6.3
Ultra10	1	UltraSparc2i	300	256MB	Solaris 2.6
Ultra5	1	UltraSparcIIi	270	256MB	Solaris 2.6
Ultra1/1200	1	UltraSparc1	200	256	Solaris 2.5.1

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:NAMEPOSITION



(This list shall be negotiated by the parties. Personnel identified as key individuals in the offeror's proposal shall be candidates for this list, however, it is not intended that all such proposed key individuals must be listed in this clause.)

MINIMUM INSURANCE LIABILITY: Pursuant to the requirements of the contract clause 52.228-7, "Insurance – Liability to Third Persons," the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

- a. Workman's Compensation and Employers' Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employers' liability coverage in the minimum amount of \$100,000 is required.
- b. General Liability Insurance: Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, is required on the comprehensive form of policy; however, property damage liability insurance is not required.
- c. Automobile Liability Insurance: This insurance is required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is required.

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 <http://www.smdc.army.mil/Contracts/Contracts.html> 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.

1. Contractor personnel who normally provide services at government facilities and who are designated as emergency personnel by a DoD Component are expected to use all means at their disposal to continue to provide such services, in accordance with the terms and conditions of the contract, during periods of crisis situations.
2. To ensure that emergency personnel services under the contract are performed and/or delivered by the contractor during times of heightened security and/or limited access to a government facility, the Technical Monitor and prime contractor in coordination with the Contracting Officer may enter into an agreement that the hours/duties specified in the contract may be worked at varying times and locations as long as such is consistent with the Government's requirement and will have no negative impact on the quality of the effort to be performed. Technical Monitor shall immediately seek approval of the Contracting Officer of any such agreement.
3. The Contracting Officer may take any of the following actions, depending on the severity and length of the situation:
 - a. In accordance with FAR 52.242-15, the Contracting Officer may, at any time, issue a written stop-work order to stop all or any part of the work called for under the contract. If a stop work order is issued, the contractor is required to take all reasonable steps to minimize the incurrence of costs allocable to the stopped work.
 - b. Direct contractor personnel designated mission essential emergency personnel to report to their duty station at government facilities as usual for continuing work not subject to any stop work order.
 - c. Direct non-essential contractor personnel who normally work at government facilities to report to their corporate office as their temporary duty station for work not subject to any stop work order.
 - d. Direct, on a case-by-case basis, non-essential contractor personnel who normally work at government facilities to telecommute for performance of work not subject to any stop work order.
4. For Task Orders performed under emergency situations within CONUS, the hours worked shall be billed at the rates specified in the Task Order, regardless of where performance takes place. This provision in no way relieves the contractor from performance of the direct productive person hours (DPPHs) as stated in the Task Order.
5. When required in emergency/crisis situations, the contractor shall report daily to the Technical Monitor the status and location of all DoD contractor employees. The Technical Monitor shall relay such information to the Contracting Officer.
6. Nothing in this provision shall be construed to change any element of the contract or the terms and conditions therein.

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.

PURCHASES OF EQUIPMENT

PURCHASE OF EQUIPMENT:

From time to time during the performance of the contract, the contractor shall be required to acquire and deliver to the Government for its acceptance, items of hardware and software equipment for installation/integration into the Simulation Center. Documentation of delivery to and final acceptance by the government will be by Contracting Officer by a DD Form 250.

OPTION TO EXTEND THE TERM

OPTION TO EXTEND THE TERM OF THE CONTRACT: (CLINs 0004 thru 0012)

a. The government may require performance of the option, which is identified in Section B as Option, at the amount set forth therein. The contracting officer may exercise the options by giving notice to the contractor in the form of a unilateral modification to the contract. The parties agree that the options shall be considered to have been exercised, for the purpose of this contract at the time the government deposits the unilateral modification in the mail. The period of performance shall be described in Section F, hereof.

b. The Option CLINs 0004 thru 0012, of this contract may be exercised, at unilateral option of the government by the contracting officer giving written notice of renewal to the contractor within the corresponding period of performance specified in this contract. The total duration of this contract, including the exercise of options, under this article shall not exceed six (6) years. If the government exercises any option, the contract renewed shall be deemed to include this option provision. Should the government exercise any option(s) hereunder, all contractual terms and conditions shall apply during the option period.

c. Option I, CLINs 0004, 0005, & 0006, may be exercised at the end of the thirty-six(36) month basic.

d. Option II, CLINs 0007, 0008, & 0009, may be exercised at the end of the twelve (12) month Option I effort.

e. Option III, CLINs 0010, 0011, & 0012, may be exercised at the end of the twelve(12) month Option II effort.

f. The parties agree that the contracting officer shall not exercise the Option II (CLINs 0007,0008,0009) and Option III (CLINS 0010,0011, 0012) unless and until Option I (CLINs 0004, 0005 & 0006) have been exercised.

g. The government will notify the contractor of its intent to exercise the options under the contract at least fifteen (15) days prior to the option exercise date. Such preliminary notice will not be deemed to commit the government to renewal and the contractor shall incur no costs chargeable to these options until the contracting officer has provided written notification that the options have been exercised.

CONTRACTOR WORK HOURS

CONTRACTOR WORK HOURS: The majority of the work (except SC computer center operations) will be accomplished during a contiguous daily eight (8) hour period between 0700 and 1700 hours Monday through Friday, except for the ten (10) federal government holidays; New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

CONTRACTOR'S ORGANIZATIONCONTRACTOR'S ORGANIZATION AND RELATIONSHIP WITH OTHER CONTRACTORS:

a. The contractor's organization shall be established with authority to effectively accomplish the management and development objectives of the Scope of Work. Individual organizational assignments shall be identified to facilitate the identification of a single point of contact for government managers in all major areas of the program. This organization shall become effective upon award of the contract and its integrity shall be maintained for the duration of the contract effort.

b. The success of the program requires that a good working relationship be established between the participants. To this end, the contractor shall maintain technical liaison with the other contractors or government agencies as may be designated by technical direction.

CONTROL OF USER PROPRIETARY DA

CONTROL OF USER PROPRIETARY DATA: If requested by Simulation Center users, the contractor will enter into written agreements for the non-disclosure of their proprietary data. The contractor will enter into written non-disclosure agreements with any simulation Center users that requires such as a condition of such use and shall protect proprietary information which is thereunder disclosed to the contractor.

GOVT FURNISHED PROPERTY/EQUIPGOVERNMENT FURNISHED PROPERTY/EQUIPMENT

This property is specified in Tables 1 through 3 of the scope of work. This property shall continue to be provided on a no-charge-for-use basis effective upon the date of contract award.

OPTION SPECIAL TECH CLIN 26**SPECIAL TECHNICAL (OPTION VIII CLIN 0026)**

a. CLIN 0026 may be exercised at anytime during the Basic Effort, Option I, Option II, or Option III.

b. If exercised, the contractor shall incur costs under CLIN 00026, only in the performance of Special Technical Effort as stated in paragraphs 4.0 of the Statement of Work entitled "Special Technical Contract Line Item Number." All Special Technical requests will be issued by the Contracting Officer via a Technical Directive. No other costs are authorized without the express written consent of the Contracting Officer.

c. To order work and services under CLINs 0026, 0027, 0028, 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 a detailed breakdown of the price for each order. The breakdown shall include all of the following that apply to the effort 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), and Fee. Special instructions for selected portions of the detailed breakdown follow:

(1) 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

(2) Travel & Other Direct Cost: List all other direct cost (ODC) not otherwise included in the categories described elsewhere in this proposal and provide detailed basis for pricing.

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

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. Following negotiation of each individual requirement, a modification to the contract will be issued via SF 30 by the Contracting Officer.

d. The contractor is authorized to initiate performance promptly upon receipt of the signed modification by the Contracting Officer.

OPTION FOR SC MOVE

OPTION FOR SC MOVE (OPTION IX): It is the government's intent to relocate the Simulation Center site to a new government location during the performance of this contract. This move has not been finalized. OPTION IX for relocation of Simulation Center to a Government Facility may be exercised during the second year period of performance.

HARDWARE

OPTION FOR HARDWARE AND SOFTWARE RESOURCES: Option CLIN 0025 is available for hardware and software resources and integration as required in accordance with the contract Statement of Work. At any time during the contract period of performance, when a hardware/software requirement is identified and funds are made available, portions of Option CLIN 0025 may be exercised incrementally to satisfy the requirement. Option CLIN 0025 consists of two parts; (1) the UNEXERCISED option value (identified as Optional SubCLIN 0025AA), and (2) the EXERCISED values that have been funded and issued under the contract and are identified as SubCLINs 0025AB, 0025AC, 0025AD, etc... Purchases under this contract supporting technology and equipment enhancements (includes hardware, software, visualization, associated peripherals, etc.) may only be charged under CLIN 0025.

OPTION FOR INCREASED L0E

OPTION FOR INCREASED LEVEL OF EFFORT (SURGE CLINs 0013 thru 00024):

a. The contract Level of Effort for CLINs 0001 and 002, and CLINs 0004 thru 0012 (if exercised) may be increase, at the unilateral option of the government, by the contracting officer giving written notice to the contractor of the increase within the period of performance specified in this contract. The government may from time to time, exercise any portion(s) of the DPPH from the Surge Option IV (CLINs 0013 and 0014) into CLINs 0001 or 0002; Surge Option V (CLINs 0016, & 0017) into CLINs 0004 or 0005; Surge Option VI (CLINs 0019, & 0020) into CLINs 0007, or 0009; and Surge Option VII (CLINs 0022, & 0023) into CLINs 0010 or 0011. All effort required shall be performed within the specified periods of performance at the established rates for CLIN 0001 Basic and Option efforts, if exercised and as determined.

b. The portion(s) of the Option exercised from CLINs 0013 and 0014 DPPH amount will be decreased by the DPPH amount exercised and added to the CLIN 0001 and/or 0002.

c. The portion(s) of the Option exercised from CLINs 0016 and 0018 DPPH amount will be decreased by the DPPH amount exercised and added to the CLIN 0004 and/or 0005.

d. The portion(s) of the Option exercised from CLINs 0019 and 0020 DPPH amount will be decreased by the DPPH amount exercised and added to the CLIN 0007 and/or 0008.

e. The portion(s) of the Option exercised from CLINs 0022 and 0023 DPPH amount will be decreased by the DPPH amount exercised and added to the CLIN 0010 and/or 0011.

f. The government will notify the contractor of its intent to exercise the options under the contract at least fifteen (15) days prior to the option exercise date. Such preliminary notice will not be deemed to commit the government to renewal and the contractor shall incur no costs chargeable to these options until the contracting officer has provided written notification that the options have been exercised

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
52.204-1	Approval of Contract	DEC 1989
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
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	MAR 2000
52.216-8	Fixed Fee	MAR 1997
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-18	Notification Of Competition Limited To Eligible 8 (A) Concerns	JUN 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	Authorization and Consent	JUL 1995
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
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
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
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items and Commercial Components	MAY 2001
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-6	Authorized Deviations In Clauses	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
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
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
252.215-7002	Cost Estimating System Requirements	OCT 1998

252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7009	Section 8(a) Direct Award	JUN 1998
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
252.227-7013	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
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
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
252.249-7000	Special Termination Costs	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

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):

[www.arnet.gov]

Section J - List of Documents, Exhibits and Other Attachments

SECTION J

SECTION J List of Documents, Exhibits and Other Attachments

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTSSECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># PAGES</u>
Contract Security Classification Specification (DD Form 254-E)	10 Dec 01	6
Contract Security Classification Specification (Revision 1)	08 Jan 04	6
Contract Security Classification Specification (Revision 2)	22 Sep 04	7
Contract Data Requirements List (DD Form 1423) Exhibit A with Distribution List	24 Sep 01	12
Revised Scope of Work SW-BL-06-01, entitled "Simulation Center"	24 Sep 01	11
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
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.	29 Jun 92	16
U.S. Army Strategic Defense Command Industrial Operations Security (OPSEC) Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	Sep 91	88

List of Government Property

Table 1 – Simulation Center ADPE	N/A	15
Table 2 – Simulation Center Non-ADPE	N/A	5
Table 3- Simulation Center Software	N/A	7