

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-A2	PAGE OF PAGES 1 27		
2. CONTRACT (Proc. Inst. Ident.) NO. DASG60-02-C-0078		3. EFFECTIVE DATE 01 Oct 2002		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY U.S. ARMY SPACE AND MISSILE DEFENSE COMMAND [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801		CODE W31RPD	6. ADMINISTERED BY (If other than Item 5) DCM DALLAS 1200 MAIN STREET DALLAS TX 75202-4399		CODE S4402A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) AEROMET INC P. O. BOX 701767 112 BEECHCRAFT DR TULSA OK 74132-4001			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT NET		
CODE 8M191			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Section G				
11. SHIP TO/MARK FOR See Schedule		FACILITY CODE	12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATION P.O. BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0339		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(e)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$10,718,206.00		
16. TABLE OF CONTENTS							
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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 _____ 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 DASG60-02-R-0011-0001 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] CONTRACTING OFFICER				
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 13-Sep-2002		

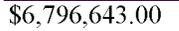
SECTION B Supplies or Services and Prices

CLIN	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001			See Level of Effort in Section B		
	Performance Work Statement (PWS) USAKA/RTS 03-02, dated 12 Dec 01, entitled "Meteorological Support Services (MSS)," incorporated herein and attached as set forth in Section J, hereof.				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr style="width: 100%; border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> \$10,718,206.00
	ACRN AA Funded Amount				\$100,000.00

CLIN 0002			Lot		Not Separately Priced (NSP)
	Contract Data Requirement List (CDRL) DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. AP01 through AS01, incorporated herein and attached as set forth in Section J, hereof				

OPTION I CLIN	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			See Level of Effort Section B		
	Performance Work Statement (PWS) USAKA/RTS 03-02, dated 12 Dec 01, entitled "Meteorological Support Services (MSS)," incorporated herein and attached as set forth in Section J, hereof.				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<hr style="width: 100%; border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> \$6,319,610.00

CLIN 0004			Lot		NSP
	Contract Data Requirement List (CDRL) DD Form 1423, Exhibit A, consisting of Exhibit Line Item Nos. AP01 through AS01, incorporated herein and attached as set forth in Section J, hereof				

OPTION II CLIN 0005	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
			See Level of Effort Section B		
	Performance Work Statement (PWS) USAKA/RTS 03-02, dated 12 Dec 01 entitled "Meteorological Support Services (MSS)," incorporated herein and attached as set forth in Section J, hereof.				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$6,796,643.00

CLIN 0006

Lot

NSP

Contract Data Requirement List (CDRL) - DD Form 1423, Exhibit A,
consisting of Exhibit Line Item Nos. AP01 through AS01, incorporated
herein and attached as set forth in Section J, hereof

OPTION III CLIN 0007	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	S		See Level of Effort Section B		
	Performance Work Statement (PWS) USAKA/RTS 03-02, CPFF - dated 12 Dec 01, entitled "Meteorological Support Services (MSS)," incorporated herein and attached as set forth in Section J, hereof.				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$7,310,252.00

CLIN 0008

Lot

NSP

Contract Data Requirement List (CDRL) - DD Form 1423, Exhibit A,
consisting of Exhibit Line Item Nos. AP01 through AS01, incorporated
herein and attached as set forth in Section J, hereof

CLAUSES INCORPORATED BY FULL TEXT

LEVEL OF EFFORT:

a. In the performance of CLINs 0001-0008 of this contract, the contractor shall provide direct productive person hours (DPPH) level of effort, as set forth below, within the time period as set forth in Section F hereof:

<u>CLIN</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
0001/0002	
0003/0004	
0005/0006	
0007/0008	

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

c. 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 by labor category as specified 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:

52.246-5 Inspection Of Services Cost-Reimbursement

APR 1984

ACCEPTANCE: Acceptance by the Government of all items delivered hereunder shall be at destination by the Administrative Contracting Officer or his duly appointed representative.

SECTION F Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE:

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

APR 1984

DATA AND REPORTS:

The contractor shall prepare and deliver data and reports in accordance with the Contract Data Requirements Lists (CDRL), DD Forms 1423, attached as exhibits to the contract. The contractor shall deliver reports and data, transportation charges paid, addressed as specified in Block 14 of the DD forms 1423.

When the Procuring Contracting Office (SMDC-CM-CN) is not already a cited distribution for a data submission, the contractor shall furnish the Procuring Contracting Office one (1) copy of the transmittal letter submitting the data requirements to the offices shown in Block 14 of DD Form 1423.

PERIOD OF PERFORMANCE: The contractor shall provide all level of effort, data, and reports as specified herein:

- a. CLINs 0001 and 0002: The period of performance for CLINs 0001/0002 shall be from date of award through 30 June 06.
- b. OPTION I, CLINs 0003/0004: The period of performance for CLINs 0003/0004, if exercised, shall be from 1 Jul 2006 through 1 Jul 08.
- c. OPTION II, CLINs 0005/0006: The period of performance for CLINs 0005/0006, if exercised, shall be from 2 Jul 2008 through 2 Jul 2010.
- d. OPTION III, CLINs 0007/0008: The period of performance for CLINs 0007/0008, if exercised, shall be from 3 Jul 2010 through 3 Jul 2012.

SECTION G Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 2122040 36-9718 P665301.614-252G 0V2K6W0800 S01021 0V2K6W0800/2HKSP6/HACK 000000000000
AMOUNT: \$100,000.00

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 "MISSILE DEFENSE AGENCY 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).

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:	[REDACTED]	
ORGANIZATION CODE:		
TELEPHONE NUMBERS: COMMERCIAL:		
DEFENSE SWITCHED NETWORK (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.

a. CLINs 0001/0002:

- (1) Amount Required for Full Funding, Including Fee(s): \$ 10,718,206
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: [REDACTED]
- (3) Amount Separately Obligated for Payment of Fee: [REDACTED]
- (4) Total Amount Allotted and Obligated: \$ 100,000
- (5) Net Amount Required for Full Funding: \$ 10,618,206
- (6) Estimated Period of Performance the Allotted Amount Will Cover: 30 Oct 02

b. CLINs 0003/0004 (**Option I**):

- (1) Amount Required for Full Funding, Including Fee(s): \$ 6,319,610
- (2) Amount Allotted Under the LOF Clause for Payment of Costs: \$ _____
- (3) Amount Separately Obligated for Payment of Fee: \$ _____
- (4) Total Amount Allotted and Obligated: \$ _____
- (5) Net Amount Required for Full Funding: \$ _____
- (6) Estimated Period of Performance the Allotted Amount Will Cover: \$ _____

c. CLINs 0005/0006: **(Option II)**

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>6,796,643</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____
(3) Amount Separately Obligated for Payment of Fee:	\$ _____
(4) Total Amount Allotted and Obligated:	\$ _____
(5) Net Amount Required for Full Funding:	\$ _____
(6) Estimated Period of Performance the Allotted Amount Will Cover:	\$ _____

d. CLINs 0007/0008: **(Option III)**

(1) Amount Required for Full Funding, Including Fee(s):	\$ <u>7,310,252</u>
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ _____
(3) Amount Separately Obligated for Payment of Fee:	\$ _____
(4) Total Amount Allotted and Obligated:	\$ _____
(5) Net Amount Required for Full Funding:	\$ _____
(6) Estimated Period of Performance the Allotted Amount Will Cover:	\$ _____

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

ABM TREATY CONFORMITY:

The Performance Work Statement for this contract is in conformity with the ABM Treaty. In consonance with this, the contractor shall plan and conduct its detailed performance of this contract in a manner, which retains the program adherence to the treaty terms, as defined by the Government. The Government will provide assistance and treaty interpretations as required.

APPLICATION OF UNITED STATES LAWS IN THE REPUBLIC OF THE MARSHALL ISLANDS:

a. Section 171 of Article Two, Title VII of the Compact of Free Association Act of 1985, PL 99-239, January 14 1986, states:

“Except as provided in this Compact or its related agreements, the application of the laws of the United States to the Trust Territory of the Pacific Islands by virtue of the Trusteeship Agreement ceases with respect to the Marshall Islands and the Federated States of Micronesia as of the effective date of this Compact.”

b. As a result of the foregoing provision, a number of United States laws which formerly applied in the Republic of the Marshall Islands no longer apply. Other laws, by virtue of extraterritorial application, provisions of the Compact, or requirements of the Performance Work Statement, apply or have limited application to this contract. As examples, the contractor shall note the application, or limited application in some cases, of the following laws:

(1) For employees working within the United States (including Wake Island and Guam), the contractor shall comply with the McNamara/O’Hara Service Contract Act of 1965, as amended (41 U.S.C. 351 et. seq.); the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201 et. seq.); and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). These laws do not apply to employees working in the RMI.

(2) For Employees recruited or hired in the United States, the contractor shall comply with the Vietnam Veterans Readjustment Assistance Act of 1972, as amended (38 U.S.C. 2012) and the Equal Employment Opportunity Program (Executive Order 11246, dated 24 September 1965). These laws do not apply to work, which is performed outside the U.S. by employees recruited and hired outside the U.S. Application of the above laws to employees performing work on USAKA/RTS who were recruited or hired in the U.S. does not prohibit the contractor from establishing with this class of employees different pay rates or personnel policies based on levels, experience, longevity, or other factors wholly unrelated to the classification of race, color, religion, sex, national origin, or veterans status. Nor does application of the above laws require the contractor to provide identical pay rates or personnel policies for employees exempt from coverage as provided to employees who are covered by these laws.

(3) For all employees working outside the United States, the contractor shall comply with the Defense Base Act (42 U.S.C. 1651 et. seq.) as required by FAR 52.228-3.

(4) For work performed in the RMI, the contractor shall comply with the Environmental Protection Requirements of Section 161, Title One, Article VI of the Compact, as implemented by the USAKA Environmental Standards (UES) and Historic Preservation Plan (HPP).

(5) For work performed in the RMI, the contractor shall comply with the occupational safety and health standards, required by the Occupational Safety and Health Standards Act, 29 U.S.C. 652 et. seq., as incorporated in PWS requirements.

ASSIGNMENT OF RIGHTS AND AGREEMENT NOT TO ASSERT COPYRIGHT:

Per DFARS 252.227-7020, Rights in Special Works, the 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 the Army. All rights reserved.” In addition, the contractor hereby relinquishes any rights to use or disclose such works and agrees not to assert or authorize others to assert any rights or establish any claims to copyright in such work. The Government shall own all of the rights comprised in the copyright. The contractor also agrees not to assert or authorize others to assert any rights or establish any claims to copyright in any copyrightable work first produced, created, or generated under this contract, except as the parties may otherwise agree to in writing.

COMPLIANCE WITH THE COMPACT OF FREE ASSOCIATION AND IMPLEMENTING AGREEMENTS:

a. Consistent with Sections 321 and 323 of Title Three, Article II of the Compact of Free Association Act of 1985 (Compact), PL 99-239, January 14, 1986, effective 21 October 1986, the United States (U.S.) has entered into two agreements with the Government of the Republic of the Marshall Islands (RMI), concerning U.S. use and operation of the Reagan Test Site (RTS)(formerly Kwajalein Missile Range). These implementing agreements are: (1) Military Use and Operating Rights Agreement (MUORA) and (2) Status of Forces Agreement (SOFA). While the contractor must ensure that its performance under the contract complies with all applicable provisions of the Compact and the implementing agreements, of particular significance are the following provisions, which affect the employment of personnel:

(1) MOURA Article VIII- Employment of Labor: This Article includes provisions dealing with (i) “grandfathering” of wages of local hire personnel employed by U.S. contractors; and (ii) equal pay for equal work in the employment of local hire personnel. “Local hire personnel” is defined in Article I, Section 2(f), of the SOFA as citizens and nationals of the Marshall Islands who are employed in the Marshall Islands by the Armed Forces of the United States or U.S. contractors. In implementing these provisions, the contractor shall ensure that local hire personnel employed on the effective date of the Compact, shall continue to receive wages no less than wages paid as of the effective date of the Compact. Wages, for the purpose of insuring “grandfathering” of wages, is defined as (a) actual base pay; (b) employee fringe benefits e.g., vacation, sick leave, group insurance, hazardous pay, pension, and holidays; and (c) overtime pay as required by the Contract Work Hours and Safety Standards Act (CWHSSA). For example, assume local hire personnel employed on the effective date of the Compact, as carpenters were paid \$5.00 per hour base pay, fringe benefits, and \$7.50 per hour for overtime. After the effective, date of the Compact such local hire personnel employed, as carpenters shall be paid a wage not less than \$5.00 per hour base pay, \$7.50 per hour for overtime worked, and the same fringe benefits. Further, Grandfathered Marshallese employees must receive a wage not less than the wage paid for equal work to U.S./third country employees. In contrast, local hire personnel newly employed after the effective date of the Compact may be paid a wage consistent with the minimum wage laws of the Marshall Islands. However, such minimum wage shall not exceed the prevailing minimum wage in the United States and shall provide equal pay for equal work among such local hire personnel. Further, locally hired non-grandfathered Marshallese employees must receive wages not less than wages paid for equal work to any U.S./third country employees who are hired outside the RMI. For purposes of interpreting this Article, allowances/benefits related to foreign service of employees hired outside the RMI (e.g., relocation/repatriation allowances, foreign pay differentials, transportation costs) are not considered part of the wages paid to such employees. Nothing herein requires that such foreign service allowances/benefits be paid to employees hired in the RMI.

(2) SOFA Article IV, Utilization of Contractors and Employment of Labor. This Article includes provisions dealing with (i) giving employment preference, without discrimination, to citizens, nationals and permanent resident aliens of Palau, the RMI or the Federated States of Micronesia (FSM), in their respective

jurisdictions, and of the U.S.; and (ii) U.S. contractors' use of best efforts to employ persons present in Palau, the RMI or the FSM, respectively. In implementing these provisions, the contractor shall give preference in employment of labor for USAKA/RTS to citizens, nationals, and permanent resident aliens of the RMI and the United States. This includes dependents as defined in Article I, Section 2(d)(4) of the SOFA. The contractor shall not employ or continue employment of third country personnel, as defined in Article I, Section (2)(e) of the SOFA, without the prior written permission of the Contracting Officer. The Contracting Officer will give permission for employment of third country personnel only upon determination, after consultation with Palau, the RMI or FSM government officials, that qualified local hire personnel are not available. It is anticipated that permission to hire third country personnel will be given only in limited and exceptional circumstances. Therefore, the contractor should rely on third country personnel as a labor source in performance of this contract only in the exceptional situation where qualified citizens, nationals, and permanent resident aliens of Palau, the RMI, the FSM and the United States are not available.

b. Marshallese citizens/nationals, as well as other employees, shall be given equal consideration for promotion to positions for which they are qualified.

COORDINATION WITH OTHER GOVERNMENT AGENCIES:

The contractor shall coordinate in advance any proposed visits to Government agencies to discuss any aspect of performance under this contract. Such visits shall be coordinated with the RTS official as identified in the Section H Clause hereof titled, Technical Cognizance and Technical Direction.

DEATH OF EMPLOYEE AT USAKA/RTS:

In the event of death of a USAKA/RTS MSS employee or dependent at USAKA/RTS, the body shall be prepared for burial and shipped, in an appropriate container, to a destination selected by a duly authorized survivor (including executor or executrix of the deceased's estate). The costs of such preparation and shipment shall be a reimbursable cost under this contract in accordance with the clause titled "ALLOWABLE COST AND PAYMENT" to the extent that such costs are not payable under the fund established under Section 8147 of Title 5 of the United States Code, as referenced in 42 U.S.C. Section 1701(b)(4).

DENTAL AND MEDICAL SERVICE LIMITATIONS:

a. The remoteness and relatively small population of USAKA/RTS precludes extensive dental and medical facilities and staff. Consequently, only minimum essential treatment can be provided. Accordingly, the contractor shall require pre-employment dental and medical examinations and review the dental/medical history of employees being considered for assignment to USAKA/RTS and their accompanying spouse and/or dependents. The examinations and medical history review shall be sufficiently thorough to identify dental or medical problems the treatment of which, either on a routine or emergency basis, would exceed the USAKA/RTS capabilities, would require frequent referral off-site, or falls within a high-risk category. The contractor shall refrain from hiring/transferring personnel with such dental/medical problems for assignment to USAKA/RTS.

b. There will be a charge for all dental and medical services provided at USAKA/RTS to employees of the contractor or their dependents who are resident at USAKA/RTS in accordance with the Financial Policy and Rate Manual.

c. All on-site employees and their on-site authorized dependents are authorized round trip air travel to the nearest adequate dental or medical facility following dental/medical determination by appropriate on-site support authority that evacuation is necessary.

ENTRY AUTHORIZATION FOR TRAVEL TO USAKA/RTS:

a. At least 14* days before entry to the USAKA/RTS by Air Mobility Command or commercial aircraft, the contractor shall provide the following information to USAKA/RTS, ATTN: (Security and Law Enforcement

Contractor), P.O Box 3398, APO AP 96555; e-mail USASMDC Global Address is KPD Access Control; and [REDACTED]

1. Full legal name of traveler (last, first, MI)(no nicknames or aliases).
2. Social Security Number.
3. Date and place of birth and citizenship.
4. Job title, grade/rank or equivalent.
5. Home address.
6. Organization.
7. Requested entry and exit dates and air carrier.
8. Purpose of travel and classification, i.e. TDY, PCS-in, PCS-out, returning resident, etc.
9. Security clearance, effective date and granting agency.

b. Passports are highly recommended for all permanent party and temporary duty personnel and visitors due to more stringent entry screening by United States Customs and Immigration Officials at both Honolulu International Airport and Hickam Air Force Base, Hawaii. Absent a passport, all travelers, age notwithstanding, must have in their possession their birth certificate and a picture identification. Flights departing Hickam AFB or Honolulu International Airport for Kwajalein may refuse boarding without proper identification and Kwajalein entry authorization.

* On a case-by-case basis, when determined to be an emergency, the fourteen-day notification requirement may be shortened.

GOVERNMENT FURNISHED PROPERTY, MATERIAL, SUPPLIES, AND SERVICES:

a. Base Support – In the performance of this contract, the contractor is authorized on a no-charge-for-use basis [except as stated in (4), (5), (6), (8), and (21)], the below listed Government Property, facilities, security and law enforcement services, and/or logistic support services to the extent available at the U.S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS), subject to the direction and control of the Commander, USAKA/RTS, or his designated representative:

(1) Subject to existing availability, housing for non-indigenous personnel at USAKA/RTS will be provided by the Government consistent with organizational position and family size. The Commander, USAKA/RTS, or his designated representative, will allocate housing as to number, type, and location in accordance with USAKA/RTS housing regulation 210-50. The Commander's housing allocation determinations shall be final and conclusive and shall not be subject to the "Disputes" clause. The maximum number of single-family housing units to be provided by the Government to the MSS Contractor is five (5). Subject to existing availability, housing will be provided for other accompanied personnel without children and for unaccompanied personnel in unaccompanied personnel housing (UPH). UPH consists of a single occupant room with private bath; a single occupant room with a bath shared with the adjoining occupant; a single occupant room with a multiple shared community style bath; and multiple occupancy barracks-style rooms with a multiple shared community style bath. UPH will be provided, subject to existing availability, at Roi-Namur Island for unaccompanied personnel who work more than half the time at Roi-Namur on a regularly scheduled basis. Allocation of family housing and UPH to specific employees shall be in accordance with procedures developed and maintained by the Contractor and subject to review and comments by USAKA/RTS.

(2) Unaccompanied personnel (whether single, divorced, separated, head-of-household, or married not accompanied by family members at USAKA/RTS), permanently assigned to UPH that lacks adequate food preparation facilities, shall be entitled to Government-furnished meals in either base operations or retail dining facilities at Kwajalein, Meck, and Roi-Namur Islands.

(3) Kindergarten, elementary, and high school educational services at USAKA/RTS for dependents of employees residing in family housing.

(4) Use of the Military Postal System at USAKA/RTS by the contractor, subcontractors, employees and their authorized dependents provided that services/supplies shall be paid at current postal rates.

(5) On-site medical and dental services for all USAKA/RTS personnel will be provided by the LS Contractor, at rates established by USAKA/RTS. All on-site employees and their on-site authorized dependents are authorized round trip air travel to the nearest adequate medical or dental facility following medical or dental determination by appropriate on-site authority that evacuation is necessary. [Also See (6) below].

(6) Transportation of contractor employees and their authorized dependents to and from USAKA and Hickam Air Force Base or Honolulu International Airport, Honolulu, Hawaii shall be via Air Mobility Command (AMC) to the maximum extent possible. U.S. flagged air carrier commercial airlines may be used in lieu of AMC airlift support only when it is determined to be in the best interest of the government by the Contracting Officer. The contractor should refrain from booking passengers on any AMC flight executed through the use of C-141 aircraft – currently this is one flight per week departing Hickam, AFB on Fridays and arriving/departing Kwajalein on Saturdays. It is allowable to use the C-141 aircraft during periods of peak travel when all commercial flights are booked, or if no commercial flight is available to satisfy travel requirements, particularly on the flight from Kwajalein to Hickam AFB. The contractor shall utilize a USAKA-assigned AMC billing code for all air travel on AMC aircraft. All on-site employees and their on-site authorized dependents are authorized round trip air travel to the nearest adequate medical or dental facility following medical or dental determination by appropriate on-site authority that evacuation is necessary.

(7) Intra-atoll air and water transportation for personnel and equipment at USAKA/RTS will be provided by the LS Contractor to support the requirements of the MSS PWS.

(8) Basic business telephone services at USAKA/RTS. However, personal residence TV cable, internet, and/or phone services, as available and provided, are at rates established by USAKA/RTS.

(9) Access to the Defense Information Systems Network (DISN) for teletype communications, the Defense Switched Network (DSN), and to the USAKA/RTS intranet network. Access to DSN by the contractor shall be restricted to essential official business communications required in the performance of PWS requirements.

(10) Existing equipment and office and technical facilities. The LS Contractor will provide general maintenance of all government-provided equipment and facilities not an integral part of technical facilities.

(11) Existing equipment and facilities configuration, maintenance, and operations documentation.

(12) The LS Contractor will provide custodial services to MSS facilities located on Kwajalein Island; trash and recycle collection; and grounds keeping.

(13) All utilities services will be provided by the LS Contractor.

(14) Existing general office equipment, furniture and supplies at USAKA/RTS. This includes repair, replacement, and maintenance, provided by the LS Contractor, of such equipment and furniture. However, the maintenance of work-related personal computers and electronic office equipment shall be provided by the MSS contractor.

(15) Supplies to the extent available from Government supply sources via MILSTRIP requisitions processed by the LS Contractor.

(16) Property available from Government excess required to meet PWS requirements.

(17) Fire prevention and protection services will be provided by the Logistics Support (LS) Contractor.

(18) General maintenance and repair, painting, plumbing, and welding support services for the MSS technical facilities will be provided by the LS Contractor.

(19) Administrative, non-tactical, and special purpose vehicles for use at USAKA/RTS, to include petroleum, oil, lubricants (POL) and maintenance provided by the LS Contractor.

(20) The contractor shall ship all cargo to and from the Continental United States (CONUS)/Hawaii and USAKA/RTS via the following Government-provided transportation, unless commercial transportation is specifically approved:

(a) Surface transportation from the West coast, e.g. San Francisco area, and Honolulu, HI will be provided by the Military Traffic Management Command (MTMC).

(b) Air transportation from Travis Air Force Base (AFB), CA and Hickam AFB, HI will be provided by the U.S. Air Force Air Mobility Command (AMC).

(21) Packaging and crating of household goods and personal effects will be provided by the LS Contractor for shipments originating on USAKA/RTS. All shipping costs for personal effects and household goods in excess of the maximum allowances provided for in the contractor's government-approved personnel policies and benefits shall not be an allowable contract cost.

(22) All computer systems and software, except specific contractor proprietary software.

(a) All Government furnished computer hardware will meet the following minimum requirements:

Pentium II
 300 MHz or greater
 10 Gigabyte hard-drive
 128K RAM
 Internal PCMCIA card reader
 Internal Zip/Jaz drive
 CDROM
 3 ½" internal disk drive

(b) All Government furnished software will meet the following minimum requirements:

Windows NT 4.0 or Windows 2000 Operating System
 Microsoft Office 2000 Professional
 Microsoft Internet Explorer or Netscape Browser

© Network software to be provided by the Government includes, but is not limited to, Mission Support Network (MSN) and an account in the Kwajalein Enterprise Asset Management System (KEAMS) for requisitioning general supplies and equipment through the Logistics Support Contractor.

b. Government Furnished Property (GFP):

(1) Army Property – The contractor is authorized use of, and is accountable for and responsible for the GFP in the GFP list(s) identified in Section J, List of Attachments.

(2) Residual Property - The residual property (government-provided materials and supplies not specifically cited on the GFP lists attached to the contract) on hand upon completion of MSS Contract DASG60-94-C-0023 will be furnished to the contractor for use in performing the MSS efforts.

(3) Government Supply Sources – Supplies required for contract performance to the extent available from Government sources (via MILSTRIP requisition) and as authorized by the Contracting Officer.

(4) Reference is made to a.(16) above. The contractor shall comply with the instructions of the Contracting Officer or the Contracting Officer’s Representative designated to perform the duties of Plant Clearance Officer in the performance of the requirements of FAR Subpart 45.6 relating to the reporting, redistribution, and disposal of personal property.

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



KEY PERSONNEL CHANGE NOTIFICATION:

“Key Personnel” positions, as identified in the contractor’s proposal, are considered essential to the acceptable performance of work under this contract. The contractor shall not remove/replace key personnel or significantly reduce the efforts of a key person in the performance of this contract without advance written notification to the RTS official designated in the Section H Clause titled, “Technical Cognizance and Technical Direction.” The contractor shall submit the notice not less than thirty (30) days prior to the proposed personnel change. The notice shall contain justification in sufficient detail to permit an assessment of the potential impact to the performance of this contract and the resume of the proposed replacement.

MINIMUM LIABILITY INSURANCE:

Pursuant to the requirements of the contract clause titled “*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. *Workers’ Compensation and Employer’s Liability Insurance:* Compliance with applicable workers’ compensation and occupational disease statutes is required pursuant to FAR 28.305, *Defense Base Act*. Employer’s liability coverage in the minimum amount of \$100,000 is required.

b. *General Liability Insurance*: Bodily injury liability insurance written on the comprehensive form of policy of at least \$500,000 per occurrence is required. However, property damage liability insurance is not required. Personal injury liability insurance in the minimum limit of \$2,000,000 aggregate is required.

c. *Automobile Liability Insurance*: Bodily injury and property damage liability written on the comprehensive form of policy covering the operation of all automobiles used in connection with the performance of this contract are required. The contractor shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

OPTION TO EXTEND EFFORT:

The contract may be renewed at the option of the Government for the continuation of effort as specified in the option CLINs specified in Section B herein. The exercise of any option specified herein shall be by written notice by the Contracting Officer to the contractor, not later than the completion date of the performance period currently in effect (as specified in Section F), provided that the Contracting Officer shall have given preliminary notice of the Government's intent to renew at least thirty (30) days before the contract is to expire. Such preliminary notice shall not be deemed to commit the Government to renewal.

PERSONNEL POLICIES AND BENEFITS:

The Contractor's personnel policies and benefits package submitted in accordance with RFP DASG60-02-R-0011 is hereby approved. Any revisions to the package shall be consistent with the requirements of this contract and shall be submitted to the Contracting Officer for approval prior to implementation.

RATED OR AUTHORIZED CONTROLLED MATERIAL ORDERS:

Pursuant to DMS and DPS Regulations No. 1, the contractor shall use Defense Order Rating Number DX-A2 for contract effort pertaining directly to the USAF Ballistic Missile Office, the U.S. Army Space and Missile Defense Command, and other DX rated programs. The contractor shall use Defense Order Rating Number DO-A2 for contract effort either indirectly or not in support of the above mentioned programs.

REPATRIATION:

The Government will authorize payment for relocation of the contractor's employees from USAKA/RTS, and other applicable OCONUS and CONUS locations, other than the place of origin (home base), in the event this contract is not renewed or is terminated, either wholly or partially. Payment for severance benefits in accordance with company policy and the FAR will also be authorized, regardless of employee location. There shall be no fee allowed for relocation and severance expenses associated with employee repatriation. Repatriation is subject to the availability of funds.

RIGHT OF FIRST REFUSAL:

The contractor shall give local hire personnel (as defined by the SOFA) employed under the existing contract on the effective date of the Compact the right of first refusal for employment in the same or comparable jobs.

SPECIAL EDUCATION LIMITATIONS:

a. The school system at the USAKA/RTS is capable of providing only limited special education services to meet the needs of students with mild learning impairments and/or mild behavior disorders, as defined by the Department of Defense Dependents Schools (DODDS) Special Education Program. Formal programs or services

are not available for students who have physical or mental impairments or who are seriously defective in speech, reading, or language development.

b. Based upon the foregoing limitations on special education capacity and capabilities at USAKA/RTS, the Contractor shall meet the following requirements prior to entering into an irrevocable employment/relocation commitment or initiating travel of a dependent student to USAKA/RTS:

(1) Pre-screening for employment located at USAKA/RTS shall include a determination of special education needs, if any, of dependent students.

(2) For each student with any identified special education need, advance approval for entry into the Kwajalein school system must be obtained from the Superintendent of Schools, Logistics Support Contractor, P.O. Box 51, APO AP 96555.

c. Students with special education needs beyond the capability of the Kwajalein school system, as determined by the Superintendent of Schools, will be permitted access to USAKA/RTS only as unofficial visitors, not to exceed 60 days within a 12-months period, pursuant to the procedures contained in USAKA/RTS Regulation 190-10.

TERMINAL PHASE-OUT:

a. Any necessary terminal phase-out effort as anticipated by this clause shall occur during the performance period of this contract and is included in the cost of this contract.

b. The contractor recognizes that the services provided under this contract are vital to the Government's overall effort, that continuity thereof must be maintained at a consistently high level without interruption, that upon expiration of this contract, a successor – either the Government or another contractor – may continue these services; that the successor, be it the Government or another contractor, will need phase-in training; and that the contractor must give his best efforts and cooperation in order to effect an orderly and efficient transition to a successor.

c. Toward that end, the contractor agrees to cooperate with the successor, whether it be the Government or another contractor, in order to enhance the continuity and consistency of the services called for by the contract. In conjunction with the solicitation of offers for a follow-on contract, the contractor agrees to permit the Government to conduct site visits for other potential contractors at all contractor-operated facilities utilized in performance of this contract. During such visits, the contractor agrees to allow other potential contractors to conduct on-site interviews with contractor employees for possible employment under any follow-on contract. If employees are agreeable to the change and are accepted by the successor, then the contractor shall release them at a mutually agreeable date.

d. In addition, the contractor agrees, upon written notification by the Contracting Officer, to provide a detailed plan for phase-out operations tailored to the successor's plan for phase-in operations.

e. During the terminal phase-out period, the Government may introduce new personnel or a new contractor into performance of work of the kind and type provided hereunder. The contractor agrees to use his best efforts to effect a smooth transition from performance by the contractor and its employees to performance by others. Such transition periods may involve a gradual lessening of the amount of work and duties performed by the contractor and its employees.

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 SMDC-IM-PA 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:

Commander, Reagan Test Site


P.O. BOX 20
APO AP 96555



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.

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.

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.

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.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 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
52.215-2	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
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	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
52.216-7	Allowable Cost And Payment	FEB 2002
52.216-8	Fixed Fee	MAR 1997
52.217-8	Option To Extend Services	NOV 1999
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
52.219-17	Section 8(A) Award	DEC 1996
52.219-18	Notification Of Competition Limited To Eligible 8 (A) Concerns	JUN 1999
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-6	Drug Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 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
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984

52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25 Alt I	Prompt Payment (Feb 2002) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
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
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
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
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
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
252.227-7030	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
252.242-7000	Postaward Conference	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.251-7000	Ordering From Government Supply Sources	MAY 1995

CLAUSES INCORPORATED BY FULL TEXT

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 0 or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

(End of clause)

52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Republic of the Marshall Islands, or from which the Contractor or any subcontractor under this contract is exempt under the laws of the Republic of the Marshall Islands, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of

such offset to the Government of the United States as the Contracting Officer directs.

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:

<http://www.arnet.gov/far/>

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 _____ (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. Small Business Administration
Oklahoma District Office
210 Park Avenue, Suite 1300
Oklahoma City, OK 73102

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The Aeromet, Inc. will notify the US Army Space and Missile Defense Command, Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

SECTION J List of Documents, Exhibits and Other Attachments

Section J Table Of Contents

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

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Award (SF 26) and Continuation Sheets	See SF 26	27
Contract Security Classification Specification (DD Form 254-E)	31 Aug 02	7
Contract Data Requirements List (DD Form 1423) with Distribution List and Data Item Descriptions (DD Form 1664's)	12 Dec 01	31
U. S. Army Kwajalein Atoll/Reagan Test Site (USAKA/RTS) Performance Work Statement (PWS), USAKA/RTS 03-02, entitled "Meteorological Support Services (MSS)"	12 Dec 01	42
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
Department of Defense Directive 5230.24, Distribution Statements on Technical Documents, incorporated herein by reference. Upon request, the Contracting Officer will provide.	18 Mar 87	
Department of Defense Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure, incorporated herein by reference. Upon request, the Contracting Officer will provide.	6 Nov 84	
Government Furnished Property List attached hereto by reference.	6 Mar 02	

Contractor's Representations and Certifications

submitted in response to RFP DASG60-02-R-0011
are incorporated herein by reference