

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DX-A2	PAGE OF PAGES 1   32
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2. CONTRACT (Proc. Inst. Ident.) NO. W9113M-05-C-0003	3. EFFECTIVE DATE 01 Feb 2005	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
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5. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND [REDACTED] PO BOX 1500 HUNTSVILLE AL 35807-3801	CODE WV9113M	6. ADMINISTERED BY (If other than Item 5) DCMA VIRGINIA 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342	CODE S2404A
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) NORTHROP GRUMMAN INFORMATION TECHNOLOGY DEFENSE ENTERPRISE SOLUTIONS 7575 COLSHIRE DRIVE MCLEAN VA 221102	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 1V4D7	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 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 \$18,275,235.00**

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. [ ] 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 W9113M-04-R-0002-0001 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.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME AND TITLE OF CONTRACTING OFFICER
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19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		[REDACTED] (Signature of Contracting Officer)	31-Jan-2005

Section B - Supplies or Services and Prices

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Contract Phase-In CPFF Phase-In of contract in accordance with contractor's Phase-In Plan	■	JOB		\$4,866
				ESTIMATED COST	■
				FIXED FEE	
				TOTAL EST COST + FEE	\$4,866

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002	HELSTF OPERATIONS & MAINTENANCE SUPPORT CPAF Scope of Work for Operations and Maintenance (O&M) Support of the High Energy Laser Systems Test Facility (HELSTF), White Sands Missile Range (WSMR), New Mexico, as set forth in Section C hereof.	■	DPPH		\$18,270,369
				ESTIMATED COST	■
				BASE FEE	
				SUBTOTAL EST COST + BASE	\$17,395,096
				MAX AWARD FEE	\$875,273
				TOTAL EST COST + FEE	\$18,270,369

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0003	CONTRACT DATA REQUIREMENTS		LOT		NOT SEPARATELY PRICED

Contract Data Requirements List, DD Form 1423, consisting of Data Item Nos. A001 through A009, incorporated herein and attached as set forth in Section J hereof.

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0004 OPTION I	HELSTF OPERATIONS & MAINTENANCE SUPPORT CPAF		DPPH		\$9,209,923

Scope of Work for Operations and Maintenance (O&M) Support of the High Energy Laser Systems Test Facility (HELSTF), White Sands Missile Range (WSMR), New Mexico, as set forth in Section C hereof.

ESTIMATED COST	
BASE FEE	
SUBTOTAL EST COST + BASE	\$8,768,706
MAX AWARD FEE	\$441,217
TOTAL EST COST + FEE	\$9,209,923

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0005 OPTION I	CONTRACT DATA REQUIREMENTS		LOT		NOT SEPARATELY PRICED

Contract Data Requirements List, DD Form 1423, consisting of Data Item Nos. A001 through A009, incorporated herein and attached as set forth in Section J hereof.

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0006 OPTION II	HELSTF OPERATIONS & MAINTENANCE SUPPORT CPAF		DPPH		\$8,853,123
	Scope of Work for Operations and Maintenance (O&M) Support of the High Energy Laser Systems Test Facility (HELSTF), White Sands Missile Range (WSMR), New Mexico, as set forth in Section C hereof.				

ESTIMATED COST	
BASE FEE	
SUBTOTAL EST COST + BASE	\$8,428,999
MAX AWARD FEE	\$424,124
TOTAL EST COST + FEE	\$8,853,123

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0007 OPTION II	CONTRACT DATA REQUIREMENTS		LOT		NOT SEPARATELY PRICED

Contract Data Requirements List, DD Form 1423, consisting of Data Item Nos. A001 through A009, incorporated herein and attached as set forth in Section J hereof.

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0008			DPPH		\$8,624,814
OPTION III	HELSTF OPERATIONS & MAINTENANCE SUPPORT				
	CPAF				
	Scope of Work for Operations and Maintenance (O&M) Support of the High Energy Laser Systems Test Facility (HELSTF), White Sands Missile Range (WSMR), New Mexico, as set forth in Section C hereof.				

ESTIMATED COST	
BASE FEE	
SUBTOTAL EST COST + BASE	\$8,211,613
MAX AWARD FEE	\$413,201
TOTAL EST COST + FEE	\$8,624,814

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0009			LOT		
OPTION III	CONTRACT DATA REQUIREMENTS				NOT SEPARATELY PRICED
	Contract Data Requirements List, DD Form 1423, consisting of Data Item Nos. A001 through A009, incorporated herein and attached as set forth in Section J hereof.				

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0010			DPPH		\$2,023,125
SURGE OPTION	HELSTF OPERATIONS & MAINTENANCE SUPPORT SURGE OPTION CPAF				
	Scope of Work for Operations and Maintenance (O&M) Support of the High Energy Laser Systems Test Facility (HELSTF), White Sands Missile Range (WSMR), New Mexico, as set forth in Section C hereof.				
				ESTIMATED COST	
				BASE FEE	
				SUBTOTAL EST COST + BASE	\$1,926,204
				MAX AWARD FEE	\$96,921
				TOTAL EST COST + FEE	\$2,023,125

CLAUSES INCORPORATED BY FULL TEXT

COMPLETION TYPE COST REIMBURSEMENT CONTRACT:

Performance of Contract Line Item (CLIN) 0001 shall be accomplished on a completion basis as defined in FAR 16.306(d)(1). Pending satisfactory completion of the task, fee payments are provisional and are not final. Fee payments will not become final unless and until the contractor performs the task required by CLIN 0001 and such is accepted by the Government as being satisfactory. In the event the task cannot be completed by the contractor within the estimated cost of CLIN 0001, the Government may require completion of the task without increase in fee, provided the Government increases the estimated cost of CLIN 0001 under the LIMITATION OF COST or FUNDS contract clause.

LEVEL OF EFFORT:

a. In the performance of CLIN 0002 and (0004, 0006, 0008, and 0010, if exercised), the contractor shall provide direct productive person hours (DPPH) level of effort as set forth in the CLIN description, within the time period set forth in Section F hereof.

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

c. Entitlement to the total base fee is subject to the determination by the Procuring Contracting Officer that the contractor has performed the work called for, has provided the reports called for, and the effort performed and reports provided are considered satisfactory by the Government.

AWARD FEE:

a. The contractor's performance hereunder shall be evaluated every six (6) months in accordance with the Section H clause entitled "Award Fee Criteria." Award fee earned by the contractor, as determined by the Award Fee Determining Official, will be awarded by the execution of a unilateral modification to the contract issued approximately \_\_\_\_\_ thirty (30) days following completion of each six (6) month period.

b. Fee determinations by the Award Fee Determining Official are unilateral decisions made solely at the discretion of the Government.

c. Following is a list by award fee period of the Award Fee Available, Award Fee Earned, and Award Fee Not Earned Removed From Contract, applicable to this contract:

<u>AWARD FEE PERIOD</u>	<u>AWARD FEE AVAILABLE</u>	<u>AWARD FEE EARNED</u>	<u>AWARD FEE NOT EARNED REMOVED FROM CONTRACT</u>
First	\$218,818	\$	\$
Second	\$218,818	\$	\$
Third	\$218,818	\$	\$
Fourth	\$218,819	\$	\$
Fifth	\$220,608	\$	\$
Sixth	\$220,609	\$	\$
Seventh	\$212,062	\$	\$
Eighth	\$212,062	\$	\$
Ninth	\$206,600	\$	\$
Tenth	\$206,601	\$	\$

d. At the end of each bi-weekly billing period, the contractor may provisionally bill the Government for seventy-five percent (75%) of the maximum award fee available during the period. Following the award fee determination for the period, the Government will modify the contract to definitize the actual award fee earned by the contractor. The contractor may, in turn, voucher for any outstanding award fee. If the final determination of award fee is less than the amount provisionally billed, the contractor will retain the overpaid amounts as credit toward the next or subsequent award fee payments. During contract closeout, the contractor shall refund any overpaid, unearned award fee amounts.

## Section C - Descriptions and Specifications

STATEMENT OF WORK

OPERATIONS AND MAINTENANCE (O&M) SUPPORT  
HIGH ENERGY LASER SYSTEMS TEST FACILITY (HELSTF)  
WHITE SANDS MISSILE RANGE (WSMR), NEW MEXICO

SOW # SW-ENV-18-03

1. BACKGROUND. Located on WSMR, New Mexico, the HELSTF was opened in 1983 as the Department of Defense's open-air test facility for high-energy laser concept and system tests and evaluation. The HELSTF is managed by the Department of the Army with the Space and Missile Defense Command (USASMDC) as the executing command. The Government intends to procure services for the operations and maintenance (O&M) of the mission equipment and systems at the HELSTF. This mission equipment consists of the Mid-Infrared Advanced Chemical Laser (MIRACL), one of the most powerful chemical lasers in the world, the Sea-Lite Beam Director (SLBD), various low power chemical and solid-state lasers, the Large Vacuum Chamber, a facility for simulating a high altitude environment, various instrumented target areas, and supporting instrumentation, computers and other systems. Together, these facilities and systems comprise a unique national resource for the conduct of research and testing in support of the development of future weapon systems by all of the Services, non-DOD Government Agencies, industry, and academic institutions. The HELSTF mission equipment and systems must be maintained and operated as efficiently as possible to enable weapon system developers to use the facility. The contractor is encouraged to consider and apply innovative approaches that improve the efficiency of operating and maintaining the mission equipment and systems at the HELSTF. The contractor is one of three contractors that assist the Government in operating and maintaining the HELSTF. A Facilities Maintenance contractor performs maintenance of real property, roads and grounds, utilities, and provides custodial services. A Systems Engineering and Technical Assistance Contract (SETAC) contractor provides systems engineering and advisory services to the Government staff. It is essential that the O&M contractor creates and maintains cooperative relationships with these other contractors.

2. GENERAL. The contractor shall provide all services required to operate and maintain the mission equipment and systems at the HELSTF. The contractor shall perform the tasks set forth in the subparagraphs of this SOW.

3. MANAGEMENT. The contractor shall provide the management required to plan, organize, coordinate and control its effort under this contract.

3.1. Technical Directive (TD). Unless immediately necessary to preserve life or property, all work performed under this contract shall be in response to a Government-approved TD. The contractor shall provide TD cost estimates as requested. Examples of anticipated TDs are:

- a. Improvements and Modernization (I&M) of HELSTF equipment, including design, development, and fabrication.
- b. Conduct mission tests in accordance with government-approved test plans.
- c. Equipment integration, testing, validation and verification analyses.

- d. Design and development of proposed changes or new systems.
- e. Modification/development of computer hardware, network, and software to support new or existing mission operational requirements.

3.2 Management Reports. The contractor shall provide management reports as described in the following subparagraphs.

3.2.1 Task Plan. The contractor shall prepare a task plan for each TD, unless this requirement is waived in writing by the Technical Monitor (TM). As a minimum, the task plan shall address the technical approach for accomplishing the work required by the TD, the resource-loaded schedule for completion, and a risk assessment. The task plan shall be submitted in accordance with (IAW) Contract Data Requirements List (CDRL) A001.

3.2.2 Cost Accounting. The contractor shall provide cost accounting information for each TD IAW CDRL A002.

3.2.3 Final Report. The contractor shall provide an end-of-contract final report IAW CDRL A003.

3.3 Site Master Schedule. The contractor shall maintain the HELSTF Site Master Schedule IAW HELSTF Procedure HSP-01-07. The Government will provide site priorities for guidance to the contractor on resolving scheduling conflicts. The Government will retain approval authority on all proposed schedules.

3.4 HELSTF Teams, Boards, and Working Groups. The contractor shall provide qualified personnel to participate on boards, teams, and working groups (such as Integrated Product Teams (IPT), HELSTF Safety Board, etc.) as directed by the Government.

3.5 Enterprise Software. The Government uses the MP2 Enterprise software to manage the HELSTF O&M. Enterprise software is used to manage the physical assets, intellectual capital, and activities on the site. The contractor may elect to use the Government's Enterprise software. In this event, the Government will furnish its software to the contractor as Government Furnished Property. The contractor may elect to use his or her own management information systems (MIS). In this case, any and all contractor management information systems, automatic data processing systems and equipment (ADPSE), and software furnished by the contractor or any of its subcontractors shall meet the requirements of paragraphs 3.5.1 and 3.5.2.

3.5.1 Information Requirements. The Government requires information from the contractor's management information system in order to conduct its operations. The Government will use the elements of information routinely collected by the contractor and used by the contractor's management to the maximum extent possible. The Government may, at its option, require the contractor to maintain additional information beyond that routinely collected and maintained in the contractor's MIS. The contractor's MIS shall be capable of supporting the Government's need to require the collection and maintenance of this additional information.

3.5.2 Interfaces. Any and all contractor management information systems and all contractor-furnished Automated Data Processing Systems and equipment used in the performance of this contract shall interface with the Government MP2 Enterprise software system. "Interface" means that the Government's software is able to automatically extract any element of information stored within the contractor's ADPSE or MIS and to

automatically view any and all reports and/or other output produced by the contractor's MIS. An "element of information" is the contents of a single data field within the contractor's MIS. "Automatically extract" means the Government's Enterprise software is capable of copying information from the contractor's management information system without human intervention. "Automatically view" means a Government official may request any output of the contractor's MIS from within the Government's MP2 Enterprise software, and that output will be presented to the requesting official at his or her workstation, in electronic format without further human intervention.

3.5.3 Exceptions. All exceptions to the use of the specified enterprise software shall be documented and specifically requested and approved in writing by the technical monitor. Exceptions that might produce lower costs must be documented for Government review. Documentation shall include cost benefit, impact, risk and complexity evaluation. Exceptions under imminent risk of personnel safety, equipment damage or violation of law or policy shall be documented and addressed as soon as possible after the imminent risk has been resolved. Nothing shall be construed to prevent rapid communication and proactive notification of any issue germane to Government concerns.

4. OPERATIONS. The contractor shall operate the mission equipment and systems at the HELSTF in accordance with Government-approved Standard Operating Procedures (SOP) and the Government-approved TD. Operations may include, but not be limited to, pre-operational checks and services such as fueling operations, pressurization of high-pressure systems, alignments, checkouts, rehearsals and setups necessary to prepare the systems to support the mission in accordance with the TD, mission operations, such as staffing and operating the site control room and mission computer center, and post mission operations, such as re-entry, return of systems and equipment to standby configuration, data reduction, analysis and distribution, test reporting, and re-fuelling operations. Government direction will be provided in the TD.

4.1 Test Support Plan (TSP). When directed by the Government to perform a test, the contractor shall formulate its plan for accomplishing the test, and shall prepare a TSP for Government approval IAW CDRL A004. The contractor shall produce documents demonstrating the readiness of the test facilities and their associated equipment and expected costs for the test. The Government will provide the contractor with a Test Requirements Document as the basis for the TSP.

4.2 Operating Procedures. All operations shall be performed in strict accordance with Government-approved SOPs. Where the contractor discovers that an approved operating procedure does not exist, it will contact the TM for instructions before proceeding. The Government may direct the contractor via TD to prepare the appropriate procedure for Government approval IAW CDRL A005.

4.3 Laboratory Services. The contractor shall provide chemical analysis services to the HELSTF and prepare a Chemical Analysis Services Plan for Government approval IAW CDRL A006.

4.4 Meteorology Services. The contractor shall provide meteorological services to the HELSTF and prepare a Meteorology Support Plan for Government approval IAW CDRL A007.

4.5 Systems Engineering. The contractor shall participate in the systems engineering process IAW the HELSTF Systems Engineering Management Plan (SEMP).

5. MAINTENANCE. The contractor shall perform preventive and corrective maintenance of the HELSTF mission equipment and systems.

5.1 Preventive Maintenance. The contractor shall perform preventive maintenance in strict accordance with the Government-approved Mission Systems Integrated Maintenance Plan as part of the MP2 Enterprise system described in paragraph 3.5 and the HELSTF Site Master Schedule.

5.2 Corrective Maintenance. The contractor shall report all equipment requiring corrective maintenance to the TM. The Government will elect to repair, replace, or dispose of the equipment, at its option, and will issue appropriate direction to the contractor via the TD.

5.3 Maintenance Plan. The contractor shall maintain the HELSTF Mission Systems Integrated Maintenance Plan as part of the MP2 Enterprise system described in paragraph 3.5. This plan shall govern the preventive maintenance activities carried out under this contract. The contractor shall coordinate this plan with the other operating contractors on the site, and shall present any proposed alterations to the plan to the Government for approval prior to implementation.

6. DESIGN SERVICES. The contractor shall be the Responsible Engineering Activity (REA) for the HELSTF mission equipment and systems. In this capacity, the contractor shall prepare engineering studies and analyses, preliminary and detailed designs, bills of material and parts lists for approved changes to the configuration of the mission equipment and systems of the HELSTF.

6.1 Configuration Management. The contractor shall represent the REA on the HELSTF Configuration Control Board (CCB). The contractor shall perform configuration management in accordance with the HELSTF Configuration Management Plan. The contractor shall maintain a library of HELSTF configuration baseline documents (drawings, schematics, specifications) that describe the current configuration of HELSTF mission systems and equipment. The Government will provide technical information from other contractors as needed.

6.2 Modifications. The contractor shall acquire, install, integrate and check out approved modifications to the mission equipment and systems at the HELSTF.

7. SAFETY. The contractor shall comply with applicable Federal, New Mexico and Army safety regulations.

a. The contractor shall comply with safety and health plans, policies, and procedures at HELSTF, White Sands Missile Range, New Mexico. The contractor shall update the Accident Prevention Plan delivered under Contract DASG60-99-C-0002 and shall deliver the update to the Government in accordance with CDRL A010.

b. The contractor shall conduct base-level functional area risk assessments of all activities and operations to identify hazards and countermeasures for work performance. The contractor shall update the HELETS/HELSTF Operating and Support Hazard Analysis, Publication GK-3120-0618(NP) and shall deliver the update to the Government in accordance with CDRL A008.

- c. The contractor shall: assist in accident investigating and reporting to ensure accuracy, completeness, and timeliness; develop recommendations for corrective measures where warranted by adverse accident rates or trends, hazardous conditions or procedures, and other deficiencies; and submit reports per CDRL A009.
- d. The contractor shall conduct written evaluations, inspections IAW the HELSTF Managers Building Inspection Plan HPD-01-02, monitor safety programs, and conduct more frequent inspections of areas deemed high risk; i.e., pressure vessels, test sites, laboratories, confined space sites, hazardous materials and waste sites, radiation sites, etc. The contractor shall document all noted deficiencies and corrective actions in the Government Problem Evaluation Review and Reporting (PERR) System.
- e. The contractor shall ensure adequate safe practices, systems, and safe physical standards are incorporated in operating procedures, manuals, directives, and other instructions.
- f. The contractor shall ensure appropriate testing and certification of equipment such as: load lifting devices and machinery, fire prevention equipment, and lightning protection systems.
- g. The contractor shall determine, acquire, maintain, and require the use of safety equipment, personal protective clothing and equipment, and devices reasonably necessary to protect employees for their specific working conditions.
- h. The contractor shall maintain adequate record keeping in accordance with regulatory requirements, and documentation of all occupational accidents and illnesses for proper evaluation and necessary corrective action. In addition, maintain a comprehensive listing of all hazardous materials in accordance with regulatory requirements.
- i. The contractor shall ensure all persons that are required to be in a medical surveillance program, using the Occupational Physical Surveillance Protocols document administered by the U.S. Army Medical Command, are actively participating and that the medical provider is providing adequate services.
- j. The contractor shall review work plans, blueprints, and other documents to ensure the application of safety standards for accident prevention in construction and modification of facilities and equipment.

8. ENVIRONMENTAL COMPLIANCE. The contractor shall conduct its operations at HELSTF for the receipt, storage, handling and disposal of hazardous material and hazardous waste in a manner to assure compliance with all state, federal and Army regulations, and applicable HELSTF policy and procedures. The contractor shall include procedures for periodic monitoring, sampling, and analysis as needed to verify compliance.

9. HAZARDOUS MATERIALS MINIMIZATION PROGRAM. The contractor shall institute a hazardous materials minimization program to eliminate or minimize the use of hazardous materials and the generation of hazardous waste in HELSTF operations.

10. SECURITY. The contractor shall comply with the HELSTF Operations Security (OPSEC) Plan and security requirements per the DD 254 issued with the contract.

11. ACRONYMS.

ADPSE	Automatic Data Processing Systems and Equipment
CCB	Configuration Control Board

CDRL	Contractor Data Requirements List
HELSTF	High Energy Laser Systems Test Facility
IAW	In Accordance With
I&M	Improvements & Modernization
IPT	Integrated Product Team
KO	Contracting Officer
MIRACL	Mid-InfraRed Advanced Chemical Laser
MIS	Management Information Systems
O&M	Operation and Maintenance
OPSEC	Operations Security
PERR	Problem Evaluation Review and Reporting
REA	Responsible Engineering Activity
SETAC	Systems Engineering and Technical Assistance Contract
SEMP	Systems Engineering Management Plan
SLBD	SEALITE Beam Director
SOP	Standard Operating Procedure
SOW	Statement of Work
TD	Technical Directive
TM	Technical Monitor
TSP	Test Support Plan
USASMDC	U.S. Army Space and Missile Defense Command
WSMR	White Sands Missile Range

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
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## Section F - Deliveries or Performance

DATA AND REPORTS

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

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

PERIOD OF PERFORMANCE

a. CLIN 0001: The contractor shall provide all activities associated with the proposed Phase-In Plan within two (2) weeks after the effective date of the contract.

a. CLINs 0002 and 0003: The contractor shall provide all level of effort, data, and reports required by CLINs 0002 and 0003 within twenty-four (24) months after the effective date of the contract.

b. OPTION I, CLINs 0004 and 0005: The contractor shall provide all level of effort, data, and reports required by CLINs 0004 and 0005, if exercised, within twelve (12) months after the effective date of the option exercise.

c. OPTION II, CLINs 0006 and 0007: The contractor shall provide all level of effort, data, and reports required by CLINs 0006 and 0007, if exercised, within twelve (12) months after the effective date of the option exercise.

d. OPTION III, CLINs 0008 and 0009: The contractor shall provide all level of effort, data, and reports required by CLINs 0008 and 0009, if exercised, within twelve (12) months after the effective date of the option exercise.

e. SURGE OPTION, CLIN 0010: The contractor shall provide all level of effort required by CLIN 0010, as exercised, within the period of performance for CLINs 0002 through 0009.

CLAUSES INCORPORATED BY REFERENCE

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

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 215 2040 0000 36 6020 665605E9700 255Y W31RPD5019SBHN 5HHHEL S01021  
AMOUNT: \$500,000.00 (CLIN 0001 - \$4,866; CLIN 0002 - \$495,134)

## 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. (If direct submission is approved by DCAA, you may wish to consider electronic submission of payments requests--see DFARS 252.232-7003.)

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 contract line item number (CLIN) which pertains to the charges billed, and (3) the contract number. In addition, the 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. Therefore also include in the address block, the Tax Identification Number, a point of contact, and the telephone number.

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 a provisional billing for a portion of the prospective award fee to be earned, with each invoice based on the level of effort hours that were expended during the billing period. Final billings for award fee earned may be presented subsequent to the issuance of a contract modification definitizing the amount of award fee earned.

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.

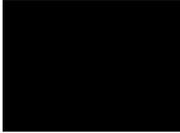
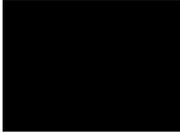
CONTRACTING ACTIVITY REPRESENTATIVE FOR CONTRACTUAL MATTERS:

NAME:	
ORGANIZATION CODE:	
TELEPHONE NUMBERS:	
COMMERCIAL:	
DEFENSE SWITCHED NETWORK (DSN):	
FAX:	
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 shall be set forth. 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. CLIN 0001:

- |  |  |
|--|--|
| (1) Amount Required for Full Funding, Including Fee(s):        | \$4,866  |
| (2) Amount Allotted Under the LOF Clause for Payment of Costs: | <div style="background-color: black; width: 80px; height: 30px; display: inline-block;"></div> |
| (3) Amount Separately Obligated for Payment of Fee:            | <div style="background-color: black; width: 80px; height: 30px; display: inline-block;"></div> |
| (4) Total Amount Allotted and Obligated:                       | \$4,866  |

(5) Net Amount Required for Full Funding:	\$ 0
(6) Estimated Period of Performance the Allotted Amount Will Cover:	15 Feb 05
b. CLINs 0002 and 0003:	
(1) Amount Required for Full Funding, Including Fee(s):	\$18,270,369
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	
(3) Amount Separately Obligated for Payment of Base Fee:	
(4) Amount Separately Obligated for Payment of Award Fee:	\$ 23,720
(5) Total Amount Allotted and Obligated:	\$ 495,134
(6) Net Amount Required for Full Funding:	\$17,775,235
(7) Estimated Period of Performance the Allotted Amount Will Cover:	28 Feb 05
c. OPTION I, CLINs 0004 and 0005:	
(1) Amount Required for Full Funding, Including Fee(s):	\$9,209,923
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$ 0
(3) Amount Separately Obligated for Payment of Base Fee:	\$ 0
(4) Amount Separately Obligated for Payment of Award Fee:	\$ 0
(5) Total Amount Allotted and Obligated:	\$ 0
(6) Net Amount Required for Full Funding:	\$9,209,923
(7) Estimated Period of Performance the Allotted Amount Will Cover:	
d. OPTION II, CLINs 0006 and 0007:	
(1) Amount Required for Full Funding, Including Fee(s):	\$8,853,123
(2) Amount Allotted Under the LOF Clause	

for Payment of Costs:	\$	0
(3) Amount Separately Obligated for Payment of Base Fee:	\$	0
(4) Amount Separately Obligated for Payment of Award Fee:	\$	0
(5) Total Amount Allotted and Obligated:	\$	0
(6) Net Amount Required for Full Funding:		\$8,853,123
(7) Estimated Period of Performance the Allotted Amount Will Cover:		
e. OPTION III, CLINs 0008 and 0009:		
(1) Amount Required for Full Funding, Including Fee(s):		\$8,624,814
(2) Amount Allotted Under the LOF Clause for Payment of Costs:	\$	0
(3) Amount Separately Obligated for Payment of Base Fee:	\$	0
(4) Amount Separately Obligated for Payment of Award Fee:	\$	0
(5) Total Amount Allotted and Obligated:	\$	0
(6) Net Amount Required for Full Funding:		\$8,624,814
(7) Estimated Period of Performance the Allotted Amount Will Cover:		

## Section H - Special Contract Requirements

### AWARD FEE CRITERIA

#### CONCEPT OF OPERATIONS.

- a. The Award Fee Process will be an interactive partnering effort between the government and the contractor. The contractor will participate in the assessment of their performance and the development and weighting of the evaluation Focus Areas.
- b. Contractor evaluation sessions will be held quarterly. Each quarter the contractor's performance will be evaluated, graded and recorded. Each quarter the Focus Areas for the upcoming quarter will be generated and weighted to reflect the site's priorities.
- c. Each semi-annual period the contractor's performance throughout the period will be reviewed and evaluated. The semi annual evaluation will consist of a subjective weighting of the accumulated quarterly evaluations.

#### EVALUATION METHOD.

- a. Evaluation Periods:

- (1) The contractor's performance will be evaluated by the Award Fee Evaluation Board (AFEB) on a quarterly basis. The quarterly evaluation session will follow the site's Internal Performance Review (IPR). During each quarterly session the AFEB will reach a consensus on adjectival and numerical ratings to be assigned for each Focus Area designated at the previous evaluation session, utilizing the Functional Performance Area (FPA) criteria set forth below. The quarterly evaluation periods will commence on the day following the IPR, and will end on the date of the next IPR. The evaluation periods may be modified, to account for the gap between the semi-annual award fee period anniversary date and the next IPR, by mutual agreement between the contractor and the government.

If circumstances prevent an AFEB session from being timely held or from being held at all during a given quarter, the Focus Area(s) established during the previous session will remain in place until the next AFEB session. The grading results will be weighted appropriately during the semi-annual award fee evaluation to reflect the proportion of elapsed time for that particular AFEB session versus the entire six month award fee period. No fewer than two AFEB sessions will be conducted during a semi-annual award fee period.

- (2) The AFEB will determine the amount of award fee to award the contractor on a semi-annual basis (based on the contract anniversary date). This determination and the concomitant documentation of the contractor's performance will be accomplished based upon the AFEB evaluations made during the semi-annual period. The first evaluation period will end at six months after the effective date of the contract. Subsequent evaluations are to be accomplished each semi-annual period thereafter.

- b. Allocation of Award Fee Pool and Disposition of Unearned Award Fee:

- (1) Award fee allocated for each evaluation period is as set forth in Section B clause entitled "Award Fee."

- (2) The contractor may include a provisional billing for up to 75% of the prospective award fee to be earned based on the level of effort hours that were expended during the billing period. Final billings for award fee earned may be presented subsequent to the issuance of a contract modification definitizing the amount of award fee earned.

(3) Award fee not earned is lost to the contractor and such unearned portion shall be removed from the contract via an award fee modification.

c. Functional Performance Areas and Weighting Factors: The following criteria will be utilized by the Government to evaluate each of the contractor's Focus Areas. The Focus Areas will be defined by the Government and designated during the monthly IPRs.

<u>FUNCTIONAL PERFORMANCE AREAS</u>	<u>PERCENTAGE WEIGHTING</u>
-------------------------------------	---------------------------------

Each Project or Test Series will be evaluated using the following areas (each factor within an area will be equally weighted):

<b><u>Engineering and Technical</u></b>	<b><u>60</u></b>
---	------------------

- |               |   |  |
|---------------|---|--|
| Technical     | - Ability of the contractor to operate and maintain their assigned equipment.                         |  |
|               | - Degree of technical innovation applied during contract performance.                                 |  |
|               | - Ability of the contractor to meet contractual requirements.   |  |
| Safety        | - Ability of the contractor to perform assigned work within applicable safety regulations.            |  |
| Environmental | - Ability of the contractor to perform assigned work within applicable environmental regulations.     |  |
| Resources     | - Ability of the contractor to adequately assign personnel throughout the program's work in progress. |  |

<b><u>Management</u></b>	<b><u>40</u></b>
--------------------------	------------------

- |           |  |  |
|-----------|--|--|
| Cost      | - Ability of the contractor to perform work within assigned budget.  |  |
|           | - Government visibility into the contractor's cost estimating, accounting and reporting system as applicable to this contract.                             |  |
| Schedule  | - Ability of the contractor to perform work within assigned schedule, to include the timeliness of deliverables.   |  |
|           | - Government visibility into the contractor's scheduling system.   |  |
| Quality   | - Managerial or business innovation applied to this program.   |  |
| Resources | - Ability of the contractor to adequately manage their workforce including the use of small and disadvantaged businesses for subcontracting opportunities. |  |

d. Rating Plan and Performance Standards: The following are the adjective rating scale, the percentage range of the available award fee which may be earned at each rating level, a brief definition of each adjective rating, a brief definition of the characteristics associated with each adjectival rating, and some of the possible representative benchmarks/yardsticks which are to be used in the contract.

ADJECTIVE RATING: <b>EXCELLENT</b>	PERCENTAGE RANGE OF THE AVAILABLE AWARD FEE THAT MAY BE EARNED: <b>93 - 100%</b>
DEFINITION OF ASSOCIATED CHARACTERISTICS: The contractor's performance significantly exceeds standards and although there may be a few examples of performance only meeting standards and/or needing improvements, all of which are minor, they are more than offset by cited examples of performance significantly exceeding standard.	
POSSIBLE REPRESENTATIVE BENCHMARKS/YARDSTICKS: Consistently under budget, optimal cost control techniques and government visibility into cost reporting; consistently ahead of schedule, optimal government visibility into schedule control and reporting; exceeding all requirements, optimal labor mix utilized, adherence to safety and environmental programs, exceptional technical reliability in work performed, equipment/systems operationally ready and is proactive to ensure they remain that way.	

ADJECTIVE RATING: <b>BETTER THAN ACCEPTABLE</b>	PERCENTAGE RANGE OF THE AVAILABLE AWARD FEE THAT MAY BE EARNED: <b>85 - 92%</b>
DEFINITION OF ASSOCIATED CHARACTERISTICS: The contractor's performance generally exceeds standards and more than offsets the cited examples of performance only meeting standards and/or needing improvement.	
POSSIBLE REPRESENTATIVE BENCHMARKS/YARDSTICKS: Executing under budget on some tasks and near budget for remainder (those task that are over budget are not significantly over), highly effective cost control techniques and government visibility into cost reporting, executing ahead of schedule for some tasks and near schedule for remainder (those tasks behind schedule and not significantly behind schedule and cause only a minimal impact to the government), highly effective government visibility into schedule control and reporting; exceeds the majority of requirements, adherence to safety and environmental programs, labor mix fully capable and more than adequate, equipment/ systems operationally ready.	

ADJECTIVE RATING: <b>ACCEPTABLE</b>	PERCENTAGE RANGE OF THE AVAILABLE AWARD FEE THAT MAY BE EARNED: <b>75 - 84%</b>
DEFINITION OF ASSOCIATED CHARACTERISTICS: The contractor's performance meets standard with cited examples of performance exceeding standard approximately offset by cited examples of performance needing improvement.	
POSSIBLE REPRESENTATIVE BENCHMARKS/YARDSTICKS: Executing near budget, effective cost control techniques and adequate cost reporting, executing near schedule, requirements met, adherence to safety and	

environmental programs, labor mix adequate, equipment/ systems not operationally ready in some instances, but with minimal technical impact.

ADJECTIVE RATING: <b>BELOW ACCEPTABLE</b>	PERCENTAGE RANGE OF THE AVAILABLE AWARD FEE THAT MAY BE EARNED: <b>0%</b>
DEFINITION OF ASSOCIATED CHARACTERISTICS: The contractor's performance is significantly less than standard and although there may be a few examples of performance exceeding and/or meeting standard, they are more than offset by cited examples of performance needing major improvement.	
POSSIBLE REPRESENTATIVE BENCHMARKS/YARDSTICKS: Consistently over budget and/or behind schedule, inadequate government visibility into cost and/or schedule reports; some requirements not met, non-adherence to safety and environmental programs, labor mix not adequate, equipment/ systems not operationally ready impeding customer work.	

AGREEMENT TO REOPEN  
NEGOTIATIONS:

The parties agree that negotiations may be reopened upon receipt by the government of DCAA audit information regarding the proposed subcontractor [REDACTED]. Such negotiations shall be subject to downward adjustment only. Such negotiations may make adjustments brought about by any differential between [REDACTED] proposed rates and [REDACTED] rates that are substantiated by the DCAA audit. The contractor's overhead, G&A, fee, and/or any other cost that is layered on top of [REDACTED] costs may also be subject to downward adjustment as a consequence of any adjustment to [REDACTED] rates.

CLAUSES INCORPORATED BY FULL TEXT

PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Technical Monitor noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

U.S. Army Space and Missile Defense Command  
 ATTN: [REDACTED]  
 High Energy Laser Systems Test Facility (HELSTF)

White Sands Missile Range, New Mexico 88002

- c. The Technical Monitor shall process the request in accordance with SMDC Form 614-R.
- d. If there is no response within 30 days, the Contractor shall resubmit the request to:

U.S. Army Space and Missile Defense Command

[REDACTED]  
P. O. Box 1500  
Huntsville, AL 35807-3801

- e. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor.

#### 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:

<u>Name</u>	<u>Office symbol</u>	<u>Phone Number</u>
[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.

KEY PERSONNEL:

a. The personnel identified below have authority to bind the contractor in the acceptance and signing of Technical Directives (TDs). Changes in designations shall be submitted in writing to the contracting officer as they occur.

b. Key Personnel List:

<u>NAME</u>	<u>POSITION</u>
	Program Manager/Division Director Program Manager/Site Manager Site Business Manager

CONTINUATION OF DOD CONTRACTOR SERVICES AT GOVERNMENT FACILITIES WITHIN CONUS

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 Task Order Monitor/Technical Monitor and prime contractor in coordination with the Contracting Officer may enter into an agreement that the hours/duties specified in the contract/Task Order 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. The Task Order/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. 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.
5. 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.

#### EXERCISE OF OPTIONS

a. The Government may unilaterally extend the term of this contract and require performance of the options which are identified in Section B as CLINs 0004/0005, 0006/0007, and 0008/0009 at the amounts set forth therein. The contracting officer may exercise the options by giving written notice to the contractor at any time prior to the start date of the period of performance of the applicable CLIN as set forth in Section F.

b. The government may, from time to time, unilaterally exercise any increment from the Surge Option, CLIN 0010, and incorporate additional DPPH, and associated cost and fee, into CLINs 0002, 0004, 0006, and/or 0008, as appropriate for the applicable time period. Upon exercise of each increment, attendant dollar value of the exercised increment shall be subtracted from the surge option CLIN dollar value and added to CLINs 0002, 0004, 0006, and/or 0008 respectively. For purpose of the option exercise under this CLIN, the established rates (per DPPH) for each surge exercise shall be as shown below. (NOTE: Calculations for exercising increments will be based on total dollars provided, rounding cost and fee amount to whole dollars (no cents) and rounding DPPH to the nearest whole hour resulting in no fractional dollars or hours.)

	<u>CLIN 0002</u>	<u>CLIN 0004</u>	<u>CLIN 0006</u>	<u>CLIN 0008</u>
	<u>per DPPH</u>	<u>per DPPH</u>	<u>per DPPH</u>	<u>per DPPH</u>
Estimated Cost				
Base Fee				
Award Fee	\$ 3.22	\$ 3.38	\$ 3.46	\$ 3.61
Total Amount	\$67.20	\$70.53	\$72.17	\$75.28

c. The contractor shall incur no costs chargeable to the option until the contracting officer has provided written direction that the option exercised. 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 or electronically transmits notification to the contractor.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	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
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	JAN 2004
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	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.217-8	Option To Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-42	Statement Of Equivalent Rates For Federal Hires	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000

52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
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
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	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	APR 2003
52.245-5	Government Property (Cost-Reimbursement Time-And- Materials, Or Labor Hour Contracts)	JUN 2003
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	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
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991

252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.226-7001	(DUPLICATE) Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
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	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2004)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at TerList1.html. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

##### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.arnet.gov>

<http://www.acq.osd.mil/dp/dars/dfars.html>

(End of clause)

#### 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 Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## CLAUSES INCORPORATED BY FULL TEXT

## Section J - List of Documents, Exhibits and Other Attachments

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254-E)	14 Jan 05	3
Contract Data Requirements List (DD Form 1423)	27 Jan 05	14
Government Property List	N/A	129
Wage Determination Number 1994-2512, Revision 21	21 Jul 04	9
Subcontracting Plan	27 May 04	3
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.	06 Nov 84	