

AWARD/CONTRACT

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

RATING
DX-A2

PAGE OF PAGES
1 35

2. CONTRACT (Proc. Inst. Ident.) NO.
W9113M-06-D-0001

3. EFFECTIVE DATE
27 Oct 2005

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY
IS ARMY SPACE & MISSILE DEFENSE COMMAND
PO BOX 1500
MUNTSVILLE AL 35807-3801

CODE W9113M

6. ADMINISTERED BY (If other than Item 5)
DCMA VIRGINIA
10500 BATTLEVIEW PKWY
SUITE 200
MANASSAS VA 20109-2342

CODE S2404A

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code)
ADVANCED SYSTEMS DEVELOPMENT INC
2800 SHIRLINGTON RD
SUITE 800
ARLINGTON VA 22206 3612

8. DELIVERY
 FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

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

ITEM

CODE 1V652

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

See Schedule

12. PAYMENT WILL BE MADE BY
DFAS-COLUMBUS CENTER
DFAS-CO/SOUTH ENTITLEMENT OPERATION
P.O. BOX 182264
COLUMBUS OH 43218-2264

CODE HQ0338

3. 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

5A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
SEE SCHEDULE					

15G. TOTAL AMOUNT OF CONTRACT \$404,999,257.00

16. TABLE OF CONTENTS

(X) SEC	DESCRIPTION	PAGE(S)	(X) SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X A	SOLICITATION/ CONTRACT FORM	1	X I	CONTRACT CLAUSES	24 - 34
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 10	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
C	DESCRIPTION/ SPECS / WORK STATEMENT		X J	LIST OF ATTACHMENTS	35
D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE	11	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X F	DELIVERIES OR PERFORMANCE	12	L	INSTRS., CONDS. AND NOTICES TO OFFERORS	
X G	CONTRACT ADMINISTRATION DATA	13 - 14	M	EVALUATION FACTORS FOR AWARD	
X H	SPECIAL CONTRACT REQUIREMENTS	15 - 23			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

7. CONTRACTOR'S NEGOTIATED AGREEMENT
Contractor is required to sign this document and return copies to issuing office. Contractor agrees to furnish and deliver all terms 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-05-R-0010-0005 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

TEL: EMAIL:

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

3Y (Signature of person authorized to sign)

BY (Signature of Contracting Officer)

SN 7540-01-152-8069

25-107

STANDARD FORM 26 (REV. 4-85)

PREVIOUS EDITION UNUSABLE

GPO 1985 O - 469-794

Prescribed by GSA FAR (48 CFR) 53.214(a)

Section B - Supplies or Services and Prices

GUARANTEED MINIMUM

The guaranteed minimum payment to the contractor under this contract will be \$1,000,000.

CONTRACT TYPE

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) type contract with provisions for multiple cost reimbursement type pricing arrangements (including Cost Plus Award Fee (CPAF), Cost Plus Fixed Fee (CPFF), and Cost Reimbursable (CR) available for use in pricing individual task orders. It is anticipated that most task orders will be solicited, negotiated, and awarded as bilateral orders. In emergency situations or when a bilateral task order cannot otherwise be issued in a timely manner, the government reserves the right to issue unilateral task orders on an undefinitized basis. Any such undefinitized unilateral task order shall be definitized as quickly as possible in accordance with DFARS 252.217-7027 (Contract Definitization) utilizing a not to exceed ceiling amount provided by the contractor. See Section H for task order procedures.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Basic Support CPAF Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, except paragraphs 4.3, 6.0, and 7.0, incorporated herein and attached as set forth in Part III, Section J, hereof.		DPPH	UNDEFINED	UNDEFINED
				MAX COST	
				BASE FEE	
				SUBTOTAL MAX COST + BASE	
				MAX AWARD FEE	
				TOTAL MAX COST + FEE	\$66,241,882.00
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Scheduled Maintenance COST			UNDEFINED	UNDEFINED
	Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, paragraph 4.3, incorporated herein and attached as set forth in Part III, Section J, hereof.				
				MAX COST	\$2,651,810.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Technical Directives CPFF		DPPH	UNDEFINED	UNDEFINED
	Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, paragraph 6.0, incorporated herein and attached as set forth in Part III, Section J, hereof.				
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	\$8,381,094.00
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Hardware and Software Upgrades COST	UNDEFINED		UNDEFINED	UNDEFINED
	Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, paragraph 7.0, incorporated herein and attached as set forth in Part III, Section J, hereof.				
				MAX COST	
	Funded Amount				
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005			DPPH	UNDEFINED	UNDEFINED

CIMS First Award Term Period
CPAF

Basic Support identified in Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, except paragraphs 4.3, 6.0, and 7.0, incorporated herein and attached as set forth in Part III, Section J, hereof.

MAX COST	
BASE FEE	
SUBTOTAL MAX COST + BASE	
MAX AWARD FEE	
TOTAL MAX COST + FEE	\$44,602,149.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		UNDEFINED		UNDEFINED	UNDEFINED

CIMS First Award Term Maintenance
COST

Scheduled Maintenance - Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, paragraph 4.3, incorporated herein and attached as set forth in Part III, Section J, hereof.

MAX COST	
Funded Amount	\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	CIMS First Award Term Tech Directives CPFF		DPPH	UNDEFINED	UNDEFINED
	Technical Directives - Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, paragraph 6.0, incorporated herein and attached as set forth in Part III, Section J, hereof.				
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	\$5,869,580.00
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	CIMS First Award Term Period - HW & SW COST	UNDEFINED		UNDEFINED	UNDEFINED
	Hardware and Software Upgrades - Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, paragraph 7.0, incorporated herein and attached as set forth in Part III, Section J, hereof.				
				MAX COST	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009			DPPH	UNDEFINED	UNDEFINED

CIMS Second Award Term Period
CPAF

Basic Support identified in Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, except paragraphs 4.3, 6.0, and 7.0, incorporated herein and attached as set forth in Part III, Section J, hereof.

MAX COST	
BASE FEE	
SUBTOTAL MAX COST + BASE	
MAX AWARD FEE	
TOTAL MAX COST + FEE	\$48,201,078.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010		UNDEFINED		UNDEFINED	UNDEFINED

CIMS Second Award Term Maintenance
COST

Scheduled Maintenance - Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, paragraph 4.3, incorporated herein and attached as set forth in Part III, Section J, hereof.

MAX COST	
----------	--

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	CIMS Second Award Term Tech Directives CPFF		DPPH	UNDEFINED	UNDEFINED
	Technical Directives - Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, paragraph 6.0, incorporated herein and attached as set forth in Part III, Section J, hereof.				
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	\$6,103,573.00
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	CIMS Second Award Term Period - HW & SW COST	UNDEFINED		UNDEFINED	UNDEFINED
	Hardware and Software Upgrades - Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, paragraph 7.0, incorporated herein and attached as set forth in Part III, Section J, hereof.				
				MAX COST	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013			DPPH	UNDEFINED	UNDEFINED

CIMS Third Award Term Period
CPAF

Basic Support identified in Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, except paragraphs 4.3, 6.0, and 7.0, incorporated herein and attached as set forth in Part III, Section J, hereof.

MAX COST	
BASE FEE	
SUBTOTAL MAX COST + BASE	
MAX AWARD FEE	
TOTAL MAX COST + FEE	\$92,447,206.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014		UNDEFINED		UNDEFINED	UNDEFINED

CIMS Third Award Term Maintenance
COST

Scheduled Maintenance - Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, paragraph 4.3, incorporated herein and attached as set forth in Part III, Section J, hereof.

MAX COST	
Funded Amount	\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015	CIMS Third Award Term Tech Directives CPFF		DPPH	UNDEFINED	UNDEFINED
	Technical Directives - Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, paragraph 6.0, incorporated herein and attached as set forth in Part III, Section J, hereof.				
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	\$9,590,680.00
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	CIMS Third Award Term Period - HW & SW COST	UNDEFINED		UNDEFINED	UNDEFINED
	Hardware and Software Upgrades - Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, paragraph 7.0, incorporated herein and attached as set forth in Part III, Section J, hereof.				
				MAX COST	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017	Contract Data Requirements List (CDRL) COST	UNDEFINED			NSP
	Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Line Item Numbers A001 through A00P, incorporated herein and attached as set forth in Section J hereof.				
				MAX COST	UNDEFINED
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0018	Contractor Manpower Reporting COST	UNDEFINED			NSP
	Scope of Work SW-SMDC-CIO-11-05, "Command Information Management System (CIMS)," dated July 6, 2005, paragraph 11.0, incorporated herein and attached as set forth in Part III, Section J, hereof.				
	Funded Amount			MAX COST	UNDEFINED \$0.00

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

DIRECT PRODUCTIVE PERSON HOURS (DPPH) FOR TASK ORDERS:

a. The number of DPPHs by CLIN for this contract is as follows:

	<u>CLIN</u>	<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>
Basic	0001	
Basic	0003	
Option	0005	
Option	0007	
Option	0009	
Option	0011	
Option	0013	
Option	0015	

b. In the performance of the various task orders, which will be issued pursuant to the clause hereof entitled TASK ORDER PROCEDURE, the contractor shall provide the specified number of DPPHs per each task order.

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

d. Prior to final payment on a task order, the contractor is required to certify to the Administrative Contracting Officer that he has exerted the total DPPHs as stated in the task order, has delivered any required materials, has provided the reports called for, has dispositioned all contractor-acquired and government furnished property according to the government direction, and that the effort performed and reports provided are satisfactory by the Government.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

- a. CLINs 0001, 0002, 0003, and 0004: The ordering period for these CLINs will be thirty-six (36) months from the effective date of the contract.
- b. CLINs 0005, 0006, 0007, and 0008: The ordering period for these CLINs will be twenty-four (24) months from the effective date of the modification awarding these CLINs.
- c. CLINs 0009, 0010, 0011, and 0012: The ordering period for these CLINs will be twenty-four (24) months from the effective date of the modification awarding these CLINs.
- d. CLINs 0013, 0014, 0015, and 0016: The ordering period for these CLINs will be thirty-six (36) months from the effective date of the modification awarding these CLINs.
- e. CLIN 0017 shall be utilized for delivery of all data items under the contract and shall have the same period of performance as the overall contract, including any award term periods.
- f. Task orders: Each task order issued pursuant to the clause herein titled, "Task Order Procedure" will specify the period of performance applicable hereto. However, in no event shall the period of performance of any task order exceed beyond the period of performance of the contract.

DELIVERY OF DATA:

1. All data shall be delivered IAW FAR 52.247-34, F.O.B. Destination, as specified in Block 14 of DD Form 1423. The contractor shall furnish the Procuring Contracting Officer one (1) copy of a monthly listing of all transmittal letters submitting required data to the offices shown in Block 14 of the DD Form 1423, including requirements delivered to the various task order monitors under the task orders issued under this contract.
2. Acceptance by the Government of all items delivered hereunder shall be at destination.
3. Electronic media, including e-mail, shall be utilized to the maximum extent practical. The software and report formats utilized shall be in accordance with the current Command standard.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

INVOICING AND VOUCHERING:

a. Vouchers under this contract will be submitted on a task order basis. Each voucher should identify the contract number and task order number. Funds will be obligated by individual task orders.

b. 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.

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

d. 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.

f. The paying office shall pay each task order by ACRN as indicated on each voucher.

f. For CPFF task orders, 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. For CPAF task orders, the contractor may submit vouchers for provisional monthly payments of Functional Performance Area (FPA) award fee, subject to later reconciliation against the government's formal FPA award fee determinations and based on the following formula:

a. Initial award fee period:

The contractor may provisionally bill up to 50% of the available award fee prior to final determined award fee earned amount.

b. Subsequent award fee periods

The contractor may provisionally bill 80 percent of the evaluation score for the prior evaluation period times the award fee available for the current period. For example, if the contractor received 90 percent of the award fee available for the prior evaluation period, provisional payments for the current period shall not exceed 72 percent (90 percent x 80 percent) of the award fee available for the current period.

CONTRACT ADMINISTRATION: Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, Section A, of SF Form 26. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

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

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters
NAME:		
ORGANIZATION CODE:		
TELEPHONE NUMBERS: COMMERCIAL:		
DEFENSE SWITCHED NETWORK (DSN):		
EMAIL:		

Section H - Special Contract Requirements

AWARD TERM INCENTIVE

1. The contractor may earn extensions to the contract period of performance on the basis of overall performance as evaluated by the government during the evaluation periods and in accordance with the contract "Award Term Plan" incorporated herein and attached as set forth in Section J.
2. Award Term: The award term concept is an incentive that permits extension of the contract period beyond the base period of performance for exceptional performance.
3. Period of Performance: The contract "base" period of performance of three (3) years may be extended in two (2) year "award term" increments and a final three (3) year "award term" increment, based on overall exceptional contract performance under this contract. In no event will this contract be extended beyond a ten (10) year period of performance. In no event shall the period of performance of any task order extend beyond the period of performance of the contract.
4. Award-Term Plan: The award-term plan will provide for evaluation of the contractor's overall contract performance. The award term will serve as the basis for any award term decisions. An Award Term Determination Official (ATDO) shall be appointed by the government and is responsible for the overall award term evaluation and award term decisions. The award-term determination and the methodology for determining the award-term are unilateral decisions made solely at the discretion of the government.
5. Award-Term Plan Modifications: The award-term may be unilaterally revised by the government and reissued to the contractor prior to the beginning of an evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by mutual consent of both parties.
6. Award Term Administration: The first evaluation period will commence at the beginning of month one and will conclude at the end of month twenty-four (24). The second evaluation period will commence at the beginning of month 25 and will conclude at the end of month 48. The third evaluation period will commence at the beginning of month 49 and will conclude at the end of month 72. Three (3) interim evaluations charting the contractor's performance and highlighting areas of government concern shall be conducted at months 12, 36, and 60 during the contract beginning at contract award. Unscheduled interim evaluations may be issued at any time during the performance period at the discretion of the contracting officer. The award term extensions are based only on the final scores received during the first, second, and third evaluation periods. All award term extensions are conditioned upon (1) a continuing agency need for the contract services, (2) congressional authorization and appropriation of funds, and (3) the continuing responsibility of the contractor as defined in FAR 9.1.
7. Award Term Decisions: The contractor's final average numerical score must be 70 percent or above to be awarded an additional award term.
8. Award Terms Not Earned: If the contractor has failed to earn an award term by the end of the first evaluation period, which includes 1 interim evaluation and one final evaluation, the award term incentive provisions of the contract are void and the contract will end at the conclusion of month (36). If the contractor has failed to earn an award-term incentive at the end of the second evaluation period, which includes one interim evaluation and one final evaluation, the contract will end at the conclusion of month sixty (60). If the contractor has failed to earn an award-term incentive at the end of the third evaluation period, which includes one interim evaluation and one final evaluation, the contract will end at the conclusion of month sixty (84). The voiding or cancellation of any award-term incentive for any reason stated in this clause shall not be considered either a termination for convenience or a termination for default and shall not entitle the contractor to an equitable adjustment or any other compensation.
9. Review Process: The contractor may request an internal review of an annual award-term decision. The request shall be submitted in writing to the contracting officer within 15 days after notification of the award-term decision. The Award Term Determining Official (ATDO) will conduct any award term decision reviews. Decisions by the ATDO are considered final.
10. Notwithstanding the provisions of this clause, the government retains the right to terminate the contract for convenience or default in accordance with the termination clauses of this contract.

COMMERCIAL COMPUTER

SOFTWARE LICENSES: Unless otherwise approved by the Contracting Officer, commercial computer software licenses shall designate the U.S. Government (represented by the Contracting Officer) as a contingent licensee, able to replace the contractor as the primary licensee upon notifying the licensor. A copy of the negotiated license shall be furnished to the Contracting Officer. Per DFARS 227.7202, the terms of the licenses cannot be inconsistent with Federal procurement law and must satisfy user needs. This includes the contractor's/subcontractor's needs for the software to perform this contract and the Government's needs for the software to accomplish the Government's ultimate objectives. At a minimum, this shall include the rights to make an archive copy of the software, to relocate the computer on which the software resides, to rehost the software on a different computer, to permit access by support contractors, and to permit the government to transfer the license to another contractor.

TASK ORDER PROCEDURES -

- a. Subsequent to the award of the basic contract, requests for task order proposals, with the exception of those proposed with the basic award, will be issued.
- b. Performance can only be authorized by issuance of a task order or revision thereto issued by the contracting officer. The contractor shall incur costs under this contract only in performance of task orders and revisions to orders issued by the contracting officer in accordance with this procedure. The contractor shall not exceed the ceiling for the reimbursable costs as specified in each task order, except as ordered/approved by the Contracting Officer in advance. Any changes to project content, estimated cost, schedules, or deliverable items shall be documented by a revision to the task order via task order modification, appropriately signed by the Contracting Officer. All task orders will be issued in writing via DD Form 1155. The contractor is authorized to initiate task order performance immediately upon receipt of a task order signed by the contracting officer.
- c. Task Order Proposal Process: For the Hardware and Software Upgrades CLINs (0004, 0008, 0012, 0016), the government will prepare a task order request for proposal detailing description of the items to be acquired and proposed delivery date via a Capabilities Requirements Form (CAPR). Upon receipt of the CAPR, the contractor shall develop and submit a proposal for this effort within 5 days.

For the Technical Directive CLINs (0003, 0007, 0011, 0015), the government will prepare a request for task order proposal detailing description of the task(s) to be performed, deliverable items, proposed delivery date, overall period of performance. Proposal due dates will be specified in the task order RFP. The contractor shall identify the following:

- ASSUMPTIONS/ ISSUES/IMPACTS
- TECHNICAL PROJECT APPROACH
- GOVERNMENT FURNISHED EQUIPMENT (GFE) REQUIRED
- ORGANIZATIONAL STRUCTURE
- KEY PERSONNEL
- SCHEDULES
- DELIVERABLES
- SECURITY
- TASK ORDER HOURS AND COST DATA

- d. If the government determines it necessary to issue a task order on a unilateral undefinitized basis, the contractor shall provide a not to exceed ceiling amount (estimated cost and fee) for insertion in paragraph (d) of the Contract Definitization clause (DFARS 252.217-7027) for such undefinitized task order. The contractor shall provide such not to exceed ceiling amount within three calendar days of receipt of the government's request. The government's request for a not to exceed ceiling amount for an undefinitized task order shall include (i) a detailed description of the tasks to be performed, (ii) a description of all deliverable items, with an associated delivery date for each, (iii) the overall period of performance of the task order, unless such information has already been provided to the contractor via a government request for a task order proposal.

UNIQUE ITEM IDENTIFICATION

As of 1 January 2004, all DoD contracts are required to include a clause mandating the barcoding of all material delivered under DoD contracts. The purpose of UID is so that the Government will have the ability to know the quantity, location, condition, and value of assets it owns; safeguard its assets from physical deterioration, theft, loss, or mismanagement, prevent unnecessary storage and maintenance costs or unnecessary purchase of items already on hand; and determine the full costs of Government programs that use these assets. The clause 252.211-7003 is included in full text in Section I of this document. Information on the Department of Defense unique item identification can be found on the DoD web site at <http://www.acq.osd.mil/uid>.

GOVERNMENT FURNISHED -
FACILITIES AND EQUIPMENT:

- a. The government will provide up to 46 basic support work areas at government facilities located in Huntsville, AL and up to 7 work areas in Arlington, VA.
- b. The government will provide office furnishings for use by contractor personnel in the facilities identified above. The government will also provide government furnished equipment (GFE) as listed in individual task orders. The contractor shall furnish all information technology (IT) and office equipment required by the contractor personnel at the contractor's facility.
- c. The government may also provide office space, office furnishings, and government furnished computer equipment to contractor personnel in government facilities that are supporting other government organizations (i.e. USAKA, etc) under the task orders issued against the Technical Directives CLINs of this contract.

NONDISCLOSURE STATEMENT

The contractor agrees not to disclose any USASMDC data/information obtained in its course of performing this contract without prior written permission of the Contracting Officer. All contractor employees performing effort associated with this contract shall individually execute a Statement of Nondisclosure in the format as shown in Section J, Statement of NonDisclosure, the original of which shall be provided to the Contracting Officer within ten (10) days after its execution. The contractor also agrees that it and its employees shall access the CIMS only as necessary on a need-to-know basis to meet the requirements of this contract and shall not disclose any USASMDC data stored in and/or processed by the CIMS.

CONTRACTOR WORKFORCE
RESPONSIBILITY:

In performing task orders under this contract, the contractor shall use only fully trained, experienced, and technically proficient personnel. Training of contractor personnel will be performed by the contractor at his expense except when the Contracting Officer has given prior approval for training to meet the requirements that are specifically peculiar to a particular task. Training at the government expense will not be authorized, as a direct charge to the contract, for the purpose of keeping contractor personnel abreast of the state of the art information technology. However, limited training may be provided by and at the expense of the government when needed to fulfill the requirements of specific tasks and when specifically authorized by the Contracting Officer. These requests will be sent to the contracting officer not less than fourteen (14) calendar days prior to the event.

CONTRACTOR WORK HOURS

- a. The majority of the work (except CIMS computer center operations) will be accomplished during a contiguous daily eight (8) hour period between 0600 and 1800 hours Monday through Friday, except for the ten (10)

government holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. The CIMS computer center will be manned twenty-four (24) hours a day, seven (7) day a week.

b. During the course of this contract, there may be occasional closings of the entire installation or individual offices/organizations due to inclement weather or other unscheduled events such as government employees being given administrative leave or additional holiday leave. On-site contractual support shall not be required during these closings unless such support is determined essential by the government and the contractor is so notified by the COR. If continued on-site support is not required, accounting for contractor personnel during such times of closure shall be at the contractor's discretion (e.g., place employees in a leave status, non-pay status, or assign to other duties within the contractor's organization). Regardless of circumstance under which the installation or office organization is closed, direct labor hours will not charged to the contract where such hours are not delivered.

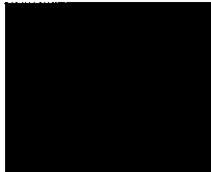
SECTION 508 ACCESSIBILITY

All electronic and information technology (EIT) procured through the basic contract or issued task orders must meet the applicable accessibility standards at 36 CFR Part 1194, unless an agency exception to this requirement exists. (36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable - PART 1194) at:

URL - <http://www.section508.gov>

KEY PERSONNEL

- a. The contractor shall promptly notify the Contracting Officer of any changes in key personnel. All proposed substitutions must be submitted, in writing, at least thirty (30) calendar days, in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph b. below.
- b. All notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutions must have qualifications that are equal to or higher than the qualifications for the position. The Government shall be afforded the opportunity to review the proposed substitution regarding qualifications, security matters, or any other concerns which could, in its opinion, affect performance under the contract.
- c. Key Personnel are defined as follows:

<u>NAME</u>	<u>POSITION</u>
	Program Manager
	Lead System Administrator
	Lead System Design Engineer
	Lead Network Analyst
	Lead Database Design & Apps Developer

- d. The offeror agrees to assign to the contract those persons whose resumes were submitted with his proposal as key personnel as defined in paragraph c. above.
- e. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

CLAUSES INCORPORATED BY FULL TEXT

AWARD FEE:

It is anticipated that some task orders will be negotiated utilizing a level of effort cost plus award fee arrangement. An award fee plan will be negotiated for each individual task order, when applicable. The following provides general information governing award fee plans:

a. The contractor's performance hereunder shall be evaluated in accordance with criteria as negotiated by individual task orders. Award fee earned by the contractor, as determined by the Award Fee Determining Official (AFDO), will be awarded by execution of a unilateral modification to the task order issued approximately forty-five (45) days following completion of the task order award fee period.

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

c. At the end of each billing period, the contractor may provisionally bill the Government according to the Invoicing clause in Section G hereof. Following the award fee determination for the period, the Government will modify the task order 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. Unless there is fee left after the last period, in which case, immediate refund will be made to the government.

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

- 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
ATTN: SMDC-PA
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 US Army Research, Development and Engineering Command, Redstone Scientific Information Center, ATTN: AMSRD-AMR-IN-IC, Bldg 4484, Redstone Arsenal, AL 35898 or higher 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. The following individual is appointed as the Contracting Officer's Representative (COR) with respect to technical matters.

Name

Office symbol

Phone Number



Individual task orders will have a designated task order monitor who will be authorized to provide technical direction on their task order.

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.

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

a. Workman's Compensation and Employers' Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employers' liability coverage in the minimum amount of \$100,000 is required.

b. General Liability Insurance: Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, is required on the comprehensive form of policy; however, property damage liability insurance is not required.

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

PATENTS - REPORTING OF SUBJECT INVENTIONS:

a. The interim and final invention reports shall be submitted on DD Form 882, Report of Inventions and Subcontracts, see <http://www.smdc.army.mil/Contracts/Contracts.html> and click on the Special Announcements link to see the instructions. In accordance with DFARS 252.227-7039 and FAR 52.227-12, interim reports shall be furnished every twelve (12) months and final reports shall be furnished within three (3) months after completion of

the contracted work. In accordance with FAR 27.305-3(e), when a contractor fails to disclose a subject invention the applicable withholding of payments provision may be invoked.

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

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

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/COR 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/COR shall immediately seek approval of the Contracting Officer of any such agreement.
3. The Contracting Officer may take any of the following actions, depending on the severity and length of the situation:
 - a. In accordance with FAR 52.242-15, the Contracting Officer may, at any time, issue a written stop-work order to stop all or any part of the work called for under the contract. If a stop work order is issued, the contractor is required to take all reasonable steps to minimize the incurrence of costs allocable to the stopped work.
 - b. Direct contractor personnel designated mission essential emergency personnel to report to their duty station at government facilities as usual for continuing work not subject to any stop work order.
 - c. Direct non-essential contractor personnel who normally work at government facilities to report to their corporate office as their temporary duty station for work not subject to any stop work order.
 - d. Direct, on a case-by-case basis, non-essential contractor personnel who normally work at government facilities to telecommute for performance of work not subject to any stop work order.
4. For Task Orders performed under emergency situations within CONUS, the hours worked shall be billed at the rates specified in the Task Order, regardless of where performance takes place. This provision in no way relieves the contractor from performance of the direct productive person hours (DPPHs) as stated in the Task Order.
5. When required in emergency/crisis situations, the contractor shall report daily to the COR the status and location of all DoD contractor employees. The COR shall relay such information to the Contracting Officer.
6. Nothing in this provision shall be construed to change any element of the contract or the terms and conditions therein.

YEAR 2000 COMPLIANCE:

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

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	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
52.216-11	Cost Contract--No Fee	APR 1984
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
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
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-1	Buy American Act--Supplies	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005

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
52.227-10	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
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.212-7001	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items	JAN 2005
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988

252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	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
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.239-7000	Protection Against Compromising Emanations	JUN 2004
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	NOV 2004

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 27 October 2005 through 26 October 2015.

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

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

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$200M;

(2) Any order for a combination of items in excess of \$200M;

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

order at least the quantity of supplies or services designated in the Schedule as the "minimum".

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 26 October 2015.

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with

respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(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):

www.arnet.gov

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

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (APR 2005)

(a) Definitions. As used in this clause'

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

Concatenated unique item identifier means--

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

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

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

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

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier, the original part, lot, or batch number, and the serial number.

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

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

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

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

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

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

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

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

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

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

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

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

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

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

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

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

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

(c) DoD unique item identification or DoD recognized unique identification equivalents.

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

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

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

Contract line, subline, or exhibit line item No.	Item description:
--	-------------------

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ---
--.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology -- EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

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

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

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

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

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

(d) For each item that requires unique item identification under paragraph (c) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) Embedded DoD serially managed subassemblies, components, and parts. The Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

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

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

(6) Original part number.**

(7) Lot or batch number.**

(8) Current part number (if not the same as the original part number).**

(9) Current part number effective date.**

(10) Serial number.**

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

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

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Scope of Work, SW-SMDC-CIO-11-05, entitled, "Command Information Management System (CIMS)"	6 Jul 05	18
Appendix A – Glossary	7 Jun 05	3
Appendix B – Applicable Standards and Regulations	6 Jul 05	3
Appendix C – Configuration Control Board	6 Jul 05	3
Appendix D – CIMS Web Modules	7 Jul 05	12
Appendix E – CIMS Web Based Applications	7 Jun 05	3
DD Form 254, Contract Security Classification Specification	24 Oct 05	8
DD Form 1423, Contract Data Requirements List with Distribution Sheet	24 Oct 05	26
Award Term Determination Plan	28 Jun 05	6
Statement of Non Disclosure	7 Jun 05	1
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

The contractor's certifications and representations submitted in response to RFP W9113M-05-R-0010 are incorporated by reference.